

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

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License

Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you,

you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188 or 512-465-3960.



(TAR-2501) 1/1/96

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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

01-06-03

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: _____ (Seller)
agrees to sell and convey to _____
_____ (Buyer) and Buyer agrees to buy from Seller the Property described below.

2. PROPERTY:
A. LAND: Lot _____, Block _____, _____
_____ Addition, City of _____, _____
County, Texas, known as _____
_____ (address/zip code), or as described on attached exhibit.
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 and satellite dish system and equipment, 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 owned by Seller and 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, controls for satellite dish
system, controls for garage door openers, entry gate controls, door keys, mailbox keys, above ground pool,
swimming pool equipment and maintenance accessories, and artificial fireplace logs.
D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and excluded:

The land, improvements and accessories are collectively referred to as the "Property".

3. SALES PRICE:
A. Cash portion of Sales Price payable by Buyer at closing \$ _____
B. Sum of all financing described below (excluding any loan funding fee
or mortgage insurance premium) \$ _____
C. Sales Price (Sum of A and B) \$ _____

4. FINANCING: The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes
below)
[] A. THIRD PARTY FINANCING: One or more third party mortgage loans in the total amount
of \$ _____. If the Property does not satisfy the lenders' underwriting
requirements for the loan(s), this contract will terminate and the earnest money will be refunded to Buyer.
(Check one box only)
[] (1) This contract is subject to Buyer being approved for the financing described in the attached Third Party
Financing Condition Addendum.
[] (2) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA
financing.
[] B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes
described in the attached TREC Loan Assumption Addendum.
[] C. SELLER FINANCING: A promissory note from Buyer to Seller of \$ _____,
bearing _____ % interest per annum, secured by vendor's and deed of trust liens, and
containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner
policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. EARNEST MONEY: Upon execution of this contract by both parties, Buyer shall deposit \$ _____
as earnest money with _____, as escrow agent, at

(address). Buyer shall deposit additional earnest money of \$ _____ with escrow agent within
_____ days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by
this contract, Buyer will be in default.

Initialed for identification by Buyer _____ and Seller _____

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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:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 4.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to mail or hand deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier.

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

- (1) Within _____ days after the effective date of this contract, Seller, at Seller's expense, shall furnish a new survey to Buyer.
- (2) Within _____ days after the effective date of this contract, Buyer, at Buyer's expense, shall obtain a new survey.
- (3) Within _____ days after the effective date of this contract, Seller shall furnish Seller's existing survey of the Property to Buyer and the Title Company, along with Seller's affidavit acceptable to the Title Company for approval of the survey. If the survey is not approved by the Title Company or Buyer's lender, a new survey will be obtained at Seller's Buyer's expense no later than 3 days prior to the Closing Date.

D. OBJECTIONS: Within _____ days after Buyer receives the Commitment, Exception Documents and the survey, Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following use or activity: _____

Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MANDATORY OWNERS' ASSOCIATION MEMBERSHIP: The Property is is not subject to mandatory membership in an owners' association. If the Property is subject to mandatory membership in an owners' association, Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of

(Address of Property)

property in the residential community in which the Property is located, you are obligated to be a member of the owners' association. Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the owners' association. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of the Property.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

7. PROPERTY CONDITION:

- A. **INSPECTIONS, ACCESS AND UTILITIES:** Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Seller shall pay for turning on existing utilities for inspections.
- 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.
- 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:** Buyer accepts the Property in its present condition; provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____
- _____
- E. **LENDER REQUIRED REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- F. **COMPLETION OF REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date. All required permits must be obtained, and repairs and treatments must be performed by persons who are licensed or otherwise authorized by law to provide such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed

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repairs and treatments prior to the Closing Date, Buyer may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 15 days, if necessary, to complete repairs and treatments.

- G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ _____. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**
- 8. BROKERS' 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 to matters disclosed in the Commitment or by the survey have been cured, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents required of them by this contract, the Commitment or law necessary for the closing of the sale and the issuance of the Title Policy.
- C. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back-up offers.
- D. All covenants, representations and warranties in this contract survive closing.
- 10. 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. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. *Consult your insurance agent prior to change of ownership or possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.*
- 11. SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

12. SETTLEMENT AND OTHER EXPENSES:

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

(1) Expenses payable by Seller (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; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veteran's Housing Assistance Program or other governmental loan programs; Buyer's prepaid items; other Buyer's expenses.

(2) Expenses payable by Buyer (Buyer's Expenses):

(a) Loan origination, discount, buy-down, and commitment fees (Loan Fees).

(b) Appraisal fees; loan application fees; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; mortgagee title policy with endorsements required by lender; loan-related inspection fees; photos, amortization schedules, one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee, repair inspection, underwriting fee and wire transfer, expenses incident to any loan, and other expenses payable by Buyer under this contract.

B. Buyer shall pay Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender.

C. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veteran's Housing Assistance Program or other governmental loan program regulations.

13. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any obligations of Seller under Paragraph 7.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of Seller, Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: The prevailing party in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing party.

18. ESCROW: The escrow agent is not (a) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (b) liable for interest on the earnest money and (c) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If both parties make written demand for the earnest money, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties. If one party makes written demand for the earnest money, escrow agent shall give notice of the demand by providing to the other party a copy of the demand. If escrow agent does not receive written objection to the demand from the other party within 30 days after notice to the other party, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money. Escrow agent's notice to the other party will be effective when deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the other party at such party's address shown below. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: Seller represents that as of the Closing Date (a) there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Buyer and (b) assumed loans will not be in default. If any representation of Seller in this contract is untrue on the Closing Date, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

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 facsimile as follows:

To Buyer at:

To Seller at:

Telephone: _____

Telephone: _____

Facsimile: _____

Facsimile: _____

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 Condition Addendum

Addendum for Property Subject to Mandatory Membership in an Owners' Association

Seller Financing Addendum

Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum

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- Loan Assumption Addendum
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease
- Addendum for Sale of Other Property by Buyer
- Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- Other (list): _____
- Addendum for "Back-Up" Contract
- Addendum for Coastal Area Property
- 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

23. TERMINATION OPTION: This paragraph will be a part of this contract ONLY if both blanks are filled in and Buyer has paid the Option Fee. Buyer has paid Seller \$ _____ (Option Fee) for the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the effective date of this contract. If Buyer gives notice of termination within the time specified, the Option Fee will not be refunded, however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. For the purposes of this paragraph, time is of the essence; strict compliance with the time for performance stated herein is required.

24. CONSULT AN ATTORNEY: Real estate licensees cannot give legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

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

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

Buyer

Seller

Buyer

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>) TREC NO. 20-6. This form replaces TREC NO. 20-5.

SELLER'S RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.

Seller _____ Date _____

BROKER INFORMATION AND RATIFICATION OF FEE

Listing Broker has agreed to pay Other Broker _____ of the total sales price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Other Broker _____

Listing Broker _____

License No. _____ Telephone _____
represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

License No. _____ Telephone _____
represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate _____

Listing Associate _____

Telephone _____

Telephone _____

Broker's Address _____

Listing Associate's Office Address _____

Facsimile _____

Facsimile _____

Selling Associate _____

Telephone _____

Selling Associate's Office Address _____

Facsimile _____

RECEIPT

Receipt of Contract and \$ _____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: _____ Date: _____

By: _____

Address _____

Telephone: _____

City _____ State _____ Zip _____

Facsimile: _____



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

(Street Address and City)

(Name of Owners' Association)

A. SUBDIVISION INFORMATION: "Subdivision Information" means: (i) the restrictions applying to the subdivision, (ii) the bylaws and rules of the Owners' Association, and (iii) a resale certificate, all of which were provided by the Owners' Association in compliance with Section 207.003 of the Texas Property Code no more than three months before the date of their delivery to Buyer.

(Check only one box):

- 1. Within _____ days after the effective date of the contract, Seller shall at Seller's expense deliver the Subdivision Information to Buyer. If Buyer does not receive the Subdivision Information, Buyer may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract for any reason within 7 days after Buyer receives the Subdivision Information or prior to closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- 2. Buyer has received and approved the Subdivision Information before signing the contract.
- 3. Buyer does not require delivery of the Subdivision Information **and waives the right of termination under this Addendum.**

If Seller becomes aware of any material changes in the Subdivision Information, Seller shall immediately 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.

B. TRANSFER FEES: Buyer shall pay any Owners' Association transfer fee not to exceed \$ _____ and Seller agrees to pay any excess.

NOTICE TO BUYER REGARDING REPAIRS BY THE OWNERS' ASSOCIATION: The Owners' 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 Owners' Association is required to repair, you should not sign the contract unless you are satisfied that the Owners' Association will make the desired repairs.

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 suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>) TREC No. 36-2. This form replaces TREC No. 36-1.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

THIRD PARTY FINANCING CONDITION ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

(Street Address and City)

Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain financing approval. Financing approval will be deemed to have been obtained when the lender determines that Buyer has satisfied all of lender's financial requirements (those items relating to Buyer's assets, income and credit history). If financing (including any financed PMI premium) approval is not obtained within _____ days after the effective date, this contract will terminate and the earnest money will be refunded to Buyer. Each note must be secured by vendor's and deed of trust liens.

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 Loan Fees not to exceed _____ % of the loan. The loan will be with without PMI.

(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 Loan Fees not to exceed _____ % of the loan. The loan will be with without PMI.

B. TEXAS VETERANS' HOUSING ASSISTANCE PROGRAM LOAN: A Texas Veteran's Housing Assistance Program Loan of \$ _____ for a period of at least _____ years at the interest rate established by the Texas Veteran's Land Board at the time of closing.

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 Loan Fees not to exceed _____ % of the loan. As required by HUD-FHA, if FHA valuation is unknown, *"It is expressly agreed that, notwithstanding any other provisions 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 unless the purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements a written statement issue 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 \$ _____.* The purchaser (Buyer) shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. 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 purchaser (Buyer) should satisfy himself/herself that the price and the condition of the Property are acceptable."

If the FHA appraised value of the Property (excluding closing costs and MIP) is less than the Sales Price, Seller may reduce the Sales Price to an amount equal to the FHA appraised value (excluding closing costs and MIP) and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and loan amount.

Initialed for identification by Buyer _____ and Seller _____
(TAR- 1901) 10-29-01

01A

TREC NO. 40-0

Page 1 of 2

(Address of Property)

- 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 Loan Fees not to exceed _____ % of the loan.

VA NOTICE TO BUYER: *"It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs."*

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

Buyer

Seller

Buyer

Seller

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TEXAS ASSOCIATION OF REALTORS®

SELLER'S DISCLOSURE NOTICE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc., 2001

Section 5.008 of the Texas Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a purchaser on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

CONCERNING THE PROPERTY AT _____ (Street Address and City)

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller [] is [] is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? _____

1. The Property has the items below: (Mark Yes (Y), No (N), or Unknown (U).)

Grid of items for disclosure: Attic Fan(s), Cable TV Wiring, Ceiling Fan(s), Dishwasher, Disposal, Evaporative Cooler, Exhaust Fan(s), Fences, Fire Detection Equipment, French Drain, Gas Fixtures, Gas Lines (Nat/LP), Intercom System, Microwave, Outdoor Grill, Oven, Patio/Decking, Plumbing System, Pool, Pool Equipment, Pool Maintenance Accessories, Pool Heater, Public Sewer System, Rain Gutters, Range, Sauna, Spa or Hot Tub, Trash Compactor, TV Antenna, Wall/Window A/C Units, Washer/Dryer Hookups, Window Screens.

Grid of items for disclosure: Central A/C, Central Heat, Carport, Fireplace & Chimney, Garage, Garage Door Openers, Satellite Dish and Controls, Security System, Water Heater, Water Softener, Underground Lawn Sprinkler, Septic or other on-site sewer facility, Electric, Gas, Solar, Attached, Not Attached, Woodburning, Mock, Direct Vent, Number of Units, Controls, Leased from, Gas, Electric, Solar, Other, Automatic, Manual, Areas covered, Attached is, Information About On-Site Sewer Facility (TAR No.1407).

Water supply provided by: [] City [] Well [] MUD [] Co-Op [] Other [] Unknown
Was the dwelling built before 1978? [] Yes [] No [] Unknown
Roof Type: _____ Age: _____ (approx.)
Is there an overlay roof covering (shingles or roof covering placed over existing shingles or roof covering)? [] Yes [] No [] Unknown

Are you (Seller) aware of any of the items in Section 1 that are not in working condition, that have known defects, or that are in need of repair? [] Yes (If you are aware.) [] No (If you are not aware.) If yes, describe. (Attach additional sheets if necessary.)

This notice does not establish which items will or will not be conveyed in a sale. The terms of the contract will determine which items will and will not be conveyed.

(TAR-1406) 7-6-01 Initialed for Identification by Buyer _____, _____ and Seller _____, _____ Page 1 of 3

Seller's Disclosure Notice concerning _____

2. Are you (Seller) aware of any known defects/malfunctions in any of the following? (Mark Yes (Y) if you are aware, mark No (N) if you are not aware.)

Y	N		Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Basement	<input type="checkbox"/>	<input type="checkbox"/>	Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing/Sewers/Septics
<input type="checkbox"/>	<input type="checkbox"/>	Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	Floors	<input type="checkbox"/>	<input type="checkbox"/>	Roof
<input type="checkbox"/>	<input type="checkbox"/>	Doors	<input type="checkbox"/>	<input type="checkbox"/>	Foundation/Slab(s)	<input type="checkbox"/>	<input type="checkbox"/>	Sidewalks
<input type="checkbox"/>	<input type="checkbox"/>	Driveways	<input type="checkbox"/>	<input type="checkbox"/>	Interior Walls	<input type="checkbox"/>	<input type="checkbox"/>	Walls/Fences
<input type="checkbox"/>	<input type="checkbox"/>	Electrical Systems	<input type="checkbox"/>	<input type="checkbox"/>	Lighting Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	Windows
<input type="checkbox"/>	<input type="checkbox"/>	Other Structural Components (describe): _____						

If the answer to any of the items in Section 2 is yes, explain. (Attach additional sheets if necessary.) _____

3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware, mark No (N) if you are not aware.)

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Aluminum Wiring	<input type="checkbox"/>	<input type="checkbox"/>	Unplatted Easements
<input type="checkbox"/>	<input type="checkbox"/>	Asbestos Components	<input type="checkbox"/>	<input type="checkbox"/>	Urea-formaldehyde Insulation
<input type="checkbox"/>	<input type="checkbox"/>	Diseased Trees: <input type="checkbox"/> Oak Wilt <input type="checkbox"/> _____	<input type="checkbox"/>	<input type="checkbox"/>	Water Penetration
<input type="checkbox"/>	<input type="checkbox"/>	Endangered Species/Habitat on Property	<input type="checkbox"/>	<input type="checkbox"/>	Wetlands on Property
<input type="checkbox"/>	<input type="checkbox"/>	Fault Lines	<input type="checkbox"/>	<input type="checkbox"/>	Wood Rot
<input type="checkbox"/>	<input type="checkbox"/>	Hazardous or Toxic Waste			Previous Flooding
<input type="checkbox"/>	<input type="checkbox"/>	Improper Drainage	<input type="checkbox"/>	<input type="checkbox"/>	Into the Improvements
<input type="checkbox"/>	<input type="checkbox"/>	Intermittent or Weather Springs	<input type="checkbox"/>	<input type="checkbox"/>	Onto the Property
<input type="checkbox"/>	<input type="checkbox"/>	Landfill			Structural Repairs:
<input type="checkbox"/>	<input type="checkbox"/>	Lead-Based Paint or Lead-Based Paint Hazards	<input type="checkbox"/>	<input type="checkbox"/>	Previous Foundation Repairs
<input type="checkbox"/>	<input type="checkbox"/>	Located in 100-year Floodplain	<input type="checkbox"/>	<input type="checkbox"/>	Previous Roof Repairs
<input type="checkbox"/>	<input type="checkbox"/>	Previous Fires	<input type="checkbox"/>	<input type="checkbox"/>	Other Structural Repairs
<input type="checkbox"/>	<input type="checkbox"/>	Present Flood Insurance Coverage (If yes, attach Information About Special Flood Hazard Areas - TAR No. 1414)	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Radon Gas			Termites or Other Wood-Destroying Insects:
<input type="checkbox"/>	<input type="checkbox"/>	Settling	<input type="checkbox"/>	<input type="checkbox"/>	Active Infestation
<input type="checkbox"/>	<input type="checkbox"/>	Soil Movement	<input type="checkbox"/>	<input type="checkbox"/>	Previous Treatment
<input type="checkbox"/>	<input type="checkbox"/>	Subsurface Structures or Pits	<input type="checkbox"/>	<input type="checkbox"/>	Previous Damage Repaired
<input type="checkbox"/>	<input type="checkbox"/>	Underground Storage Tanks	<input type="checkbox"/>	<input type="checkbox"/>	Damage Needing Repair
<input type="checkbox"/>	<input type="checkbox"/>	Unrecorded Easements			

If the answer to any of the conditions in Section 3 is yes, explain. (Attach additional sheets if necessary.) _____

4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? Yes (If you are aware.) No (If you are not aware.) If yes, explain. (Attach additional sheets if necessary.) _____

5. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware, mark No (N) if you are not aware.)

Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at that time.
<input type="checkbox"/>	<input type="checkbox"/>	Homeowners' association or maintenance fees or assessments. If yes, complete: Amount of fee or assessment: \$ _____ <input type="checkbox"/> Mandatory <input type="checkbox"/> Voluntary Due: <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> annually Any unpaid fees or assessments for the Property: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, amount: \$ _____ Manager's Name: _____ Phone: _____

(TAR-1406) 7-6-01 Initialed for Identification by Buyer _____, _____ and Seller _____, _____

Seller's Disclosure Notice concerning _____

Y N

Any "common area" (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete:
Any optional user fees for common facilities charged: Yes No If yes, describe: _____

Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

Any lawsuits or other legal proceedings directly or indirectly affecting the Property. If yes, describe:
Condemnation proceedings: _____
Pending or threatened change in zoning or deed restrictions: _____
Other: _____

Death on the Property other than death caused by: natural causes, suicide, or accident unrelated to the Property's condition.

Any condition on the Property which materially affects the physical health or safety of an individual.

Any repairs or treatment, other than routine maintenance, made to the Property to eliminate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold?

If the answer to any of the items in Section 5 is yes, explain. (Attach additional sheets if necessary.) _____

6. List and attach any written inspection reports that you (Seller) have received in the last 4 years that were completed by persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections.

<u>Date of Inspection</u>	<u>Type of Inspection</u>	<u>Name of Inspector/Company</u>	<u>Number of Pages</u>

A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors of the buyer's own choice.

7. Check any tax exemption(s) which you (Seller) currently claim for the Property: Homestead Senior Citizen
 Disabled Disabled Veteran
 Agricultural Unknown
 Other _____

8. Have you (Seller) ever collected any insurance payments pursuant to a claim made for damage to the Property and not used the proceeds to make the repairs for which the claim was submitted? Yes No If yes, explain. _____

9. **NOTICES TO BUYER:**

A. *The Texas Department of Public Safety maintains a database that consumers may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.*

B. *The Listing Broker and any other broker advise you that this Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.*

Signature of Seller Date

Signature of Seller Date

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer Date

Signature of Buyer Date