

2025 Forms

Changes

Instructor Update

Texas  
REALTORS®  
Forms  
Changes

# How are Texas REALTORS Forms Updated?

- Based on statutory changes and emailed comments (but also in case of emergency)
- Forms Task Force created from a group of experienced members from around the state
- Redlined proposals posted for comments
- Task Force reviews the comments and makes recommendations to legal staff who make final decisions.

# Residential Real Estate Listing Agreement Exclusive Right to Sell (TXR 1101)

- Removing reference to subagent in 5A
- Adding a definition for “related party” in 5F
- Adding a paragraph in 5F prohibiting a related party from selling the property during the protection period without compensating the broker
- Adding T-47.1 Declaration in Section 19D as an addendum that Seller may need to provide

# Residential Real Estate Listing Agreement Exclusive Right to Lease (TXR 1102)

- Removing reference to subagent in 5A
- Adding a notice about Federal Fair Credit Reporting act to ensure that members are aware of the requirements regarding who can obtain a credit report
- Adding form numbers to easily identify Texas REALTORS® forms in Paragraph 19 “Addenda and Other Documents”
- Adding paragraph for insurance requirements
- Removing references to subletting and assignment fees to conform with updated Lease

# Farm and Ranch Real Estate Listing Agreement Exclusive Right to Sell (TXR 1201)

- Removing reference to subagent in 5A
- Adding a definition for “related party” in 5F
- Adding a paragraph in 5F prohibiting a related party from selling the property during the protection period without compensating the broker

## Condominium Addendum (TXR 1401)

- Changing the term “unit” to “property” throughout the document

## Amendment to Listing (TXR 1404)

- Removing reference to subagent in Paragraph D

## Information About On-Site Sewer Facility (TXR 1407)

- Paragraph D updated with date and source of information for wastewater usage rates

# Buyer/Tenant Representation Agreement – Long Form (TXR 1501)

- Removing Residential from the title to allow the form to be used in more types of transactions
- Adding a new provision in paragraph 7 to allow an optional retainer to be paid to the broker
- Adding a definition for “related party” in paragraph 7F
- Including a new notice relating to changes to Texas law following the passage of Senate Bill 17 and its effect on certain foreign acquisitions of real property interests in Texas

# Termination of Buyer/Tenant Representation Agreement (TXR 1503)

- Adding language to emphasize that both parties must sign the termination agreement
- Additional information about the termination fee
- Moving the protection period to a its own paragraph and adding a definition of “related party”
- Clarifying that certain provisions in the representation agreement do survive termination

# General Information and Notice to Consumers (TXR 1506)

- Adding additional provisions specifically applicable to tenants
- Modifying language throughout to enhance clarity

**FLOOD HAZARD, FLOODWAYS, AND FLOOD INSURANCE.** Many properties are in flood hazard areas. Lenders who make loans on properties located in special flood hazard areas typically require the owner to maintain flood insurance. Additionally, some properties may lie in the floodway. Texas REALTORS® publishes a form titled, "Information about Special Flood Hazard Areas" (TXR 1414), which discusses flood hazard areas and floodways in more detail. The buyer is encouraged to buy flood insurance regardless of whether the property is in a high, moderate, or low risk flood area. A tenant may want to consider purchasing flood insurance if renting in a flood hazard area. The landlord's flood insurance typically does not cover a tenant from loss of personal property or displacement costs.

any repairs are complete. If the condition of the property does not satisfy the contractual provisions, the buyer should notify the buyer's agent before closing.

**MANDATORY OWNERS' ASSOCIATIONS.** If a property is subject to an owners' association, membership in the association is typically required, may require a property owner to be a member. The buyer may be entitled to obtain subdivision information, which may include the applicable (the restrictions, applying to the subdivision, the association bylaws and rules of the owners' association, and a resale certificate). Unless otherwise negotiated in the contract, the buyer may be required to pay responsible for the cost of obtaining this subdivision information unless otherwise negotiated in the contract. If membership in an owners' association is required, the buyer will probably be obligated to usually involves an obligation to pay periodic dues or assessments. Failure to pay such dues could result in a lien on and foreclosure of the property. A tenant is also required to comply with all owners' association rules applicable to the leased property and may be subject to fines for failure to do so.

## Notice of Withdrawal of Offer (TXR 1945)

- Formatting changes only

## Buying Your Home: Settlement Costs and Helpful Information (HUD Form) (TXR 2512)

- Retiring this form as it is no longer being utilized

# UNREPRESENTED CUSTOMER SHOWING FORM, (TXR 1508)

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

This form is only to be used when a license holder does not represent the prospective buyer and the only act of real estate brokerage being performed is showing real property.

Broker will, at Broker's reasonable discretion, provide Customer with access to the real property described above for sale or lease, on a non-exclusive basis according to the following:

- **No Representation.** Broker does not represent Customer as Customer's real estate agent. Customer does not currently have a representation agreement with another broker.
- **No Compensation.** Broker will not charge Customer any fee for showing property under this agreement.
- **No Advice or Opinions.** Broker will not provide Customer with any advice or opinions regarding real property or real estate transactions. However, Broker may provide property details such as size, price, or other terms concerning the sale or lease of property.
- **No Other Brokerage Services.** Broker will not provide Customer with any other brokerage services under this agreement other than providing access to property available for sale or lease. Broker and Customer may agree to additional services and compensation for such services in a separate written agreement.
- **Term.** This agreement automatically terminates at the conclusion of showing the property described below and in no event later than fourteen (14) calendar days from the last date initialed below.
- **LIMITATION OF LIABILITY: Neither Broker nor any other broker, or their associates, is responsible or liable for any person's personal injuries or for any loss or damage to any person's property that is not caused by Broker. Customer will hold Broker, any other broker, and their associates, harmless from any such injuries or losses. Customer will indemnify Broker against any claims for injury or damage that Customer may cause to others or their property.**

By initialing below, Broker and Customer acknowledge and agree to the above.

Broker/Broker Firm Name: \_\_\_\_\_ License No.: \_\_\_\_\_

Broker's Associate's Name: \_\_\_\_\_ License No.: \_\_\_\_\_

Broker's (☐ or Broker's Associate's) Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Customer's Name: \_\_\_\_\_ Customer's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Customer's Name: \_\_\_\_\_ Customer's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

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.

## NEW FORM: Residential Contract Critical Date List (TXR 1958)

- This is an optional informational form that can be used to list many of the important dates and deadlines from the residential one-to-four family contract

# Residential Leasing and Property Management Agreement TXR 2201

- Removed reference to subagency in Paragraph 15 “Cooperation With Other Brokers” to bring into compliance with the new TREC housekeeping law going into effect on January 1, 2026
- Fixed duplicative language in paragraph 22

# NEW FORM: Notice to Pay or Vacate TXR 2232

To ensure that members have access to a form that complies with the new eviction reform law going into effect January 1, 2026

 **TEXAS REALTORS®**

**NOTICE TO PAY RENT OR VACATE**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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To: \_\_\_\_\_ (Tenant(s))

From: \_\_\_\_\_ (Landlord)

Re: Lease concerning the Property at \_\_\_\_\_

A. Tenant failed to comply with the above-referenced lease solely due to the Nonpayment of rent on \_\_\_\_\_ but has not been late or delinquent in paying rent before the month in which this notice is being provided.

B. You may avoid further action by paying \$ \_\_\_\_\_, which is the total amount past due as of the date of this notice, inclusive of unpaid rent and other charges. For each day after the date of this notice you must pay an additional late charge of \$ \_\_\_\_\_ per day. You must remit payment not later than \_\_\_\_\_ to the place your lease requires.

# Residential Lease TXR 2001

- Extensive reformatting
- Placed the bulk of financial responsibilities of tenant(s) on the first page
- Defined many common phrases to assist with ease of use
- Removed confusing and duplicative language throughout
- Updated to reflect new laws, as necessary
- Included summaries of potentially applicable federal laws



**TEXAS REALTORS**  
**RESIDENTIAL LEASE**  
USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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1. **PARTIES:** The parties to this lease are:  
the owner of the Property, Landlord: \_\_\_\_\_; and  
Tenant(s): \_\_\_\_\_  
Occupant(s): Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this lease are: (include names and DOB of all Occupants) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
"Tenant" means a person who is authorized by a lease to occupy a dwelling to the exclusion of others and, who is obligated under the lease to pay rent; "Occupant" means a person who has the landlord's consent to occupy a dwelling but has no obligation to pay the rent for the dwelling.

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".

3. **LEASE TERM AND RENT:**

A. **Primary Term:** The primary term of this lease begins and ends as follows:  
**Commencement Date:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_  
*Note: Written notice of termination is required \_\_\_ days before Expiration Date. (see Paragraph 5 for further details)*

B. **Monthly Base Rent:** The monthly rent is \$ \_\_\_\_\_. See Paragraph 4 for details.

C. **First Month's Rent:** Tenant will pay **first month's rent** made payable to  Landlord or  Listing Broker or  Property Manager on or before \_\_\_\_\_.

D. **Prorated Rent:** The prorated rent of \$ \_\_\_\_\_ is due on or before \_\_\_\_\_.

E. **Security Deposit:** On or before:  execution of this lease or  \_\_\_\_\_ (date), Tenant will pay a security deposit in the amount of \$ \_\_\_\_\_.

F. **Additional Monthly Fees:**  Animal \$ \_\_\_\_\_,  benefit package \$ \_\_\_\_\_,  \_\_\_\_\_ \$ \_\_\_\_\_,  \_\_\_\_\_ \$ \_\_\_\_\_,  \_\_\_\_\_ \$ \_\_\_\_\_.

(TXR-2001) 01-01-20 Landlord or Landlord's Representative: \_\_\_\_\_ & Tenants: \_\_\_\_\_ Page 1 of 16

# Residential Lease TXR 2001, continued

- Paragraph 3: Lease Term and Rent
  - Reworded title of Paragraph 3 to “Lease Term and Rent”
  - Added a clause to detail when written notice of termination shall be due in the Primary Term section
  - Included only amounts of: Monthly Rent, Prorated Rent, Late Fees, and Security Deposit so that the Parties can easily see the bulk of the recurring monetary responsibilities in one place, on page 1. All other payment details have been moved to Paragraph 4: Rent Details.
  - Added a clause for “Additional Monthly fees” that may recur, such as a monthly animal fee, etc. o  
Reorganized many of the clauses for ease of understanding
  - Added a blank for late fees in 3(D)(2) additional late charges to include a dollar amount AND percentage
  - Added an option for security deposit date to now include checkboxes: now includes on or before execution of the lease OR a blank line for a date should a Landlord require receipt of the security deposit on a specific date prior to execution

# Residential Lease TXR 2001, continued

## Paragraph 4:

- Now titled “Rent & Payment Details”
- This paragraph now includes all other details of payments “aside from amounts in Paragraph 3” together on page 2.
- Includes details for time of payment, place of payment, method of payment, rent increases, late fees and late payment details, returned payment, application of funds, and delay of occupancy
- Previous paragraphs, as listed, have now been combined into this Paragraph. Now includes previous Paragraph 6: Late Charges, Paragraph 7: Returned Payment, and Paragraph 8: Application of Funds.

# Residential Lease TXR 2001, continued

## Paragraph 14: Property Maintenance

Previously Paragraph 17

Added water softeners to tenant's responsibility list in (A)(13)  
in (B) Yard Maintenance,

removed reference to "common areas" maintained by owner's association,  
now simply referring to any areas maintained by owner's association  
added a clause to exclude tree trimming from Yard Maintenance to ensure  
safety

ensured that all references to yard mean only yard as defined in B(1)

# Residential Lease Application TXR 2003

- Added a paragraph regarding Foreign Buyers and Renters law (effective September 1, 2025) to put the Applicant on notice that they should seek an attorney if the law might be applicable to Applicant(s).
- Added notice about Federal Fair Credit Reporting act to ensure that members are aware of the requirements regarding who can obtain a credit report

Applicant submits will not submit an application deposit of \$\_\_\_\_\_ to be applied to the security deposit upon execution of a lease or returned to Applicant if a lease is not executed.

*Notice: Pursuant to Texas Property Code Chapter 5, Subchapter H, certain buyers and renters may be prohibited from purchasing real property or entering into leases for one year or more. Buyers and renters who believe these restrictions may apply to them should consult an attorney before entering into the transaction.*

- [Animal Addendum TXR 2004](#): updated Paragraph reference to match updated Lease
- [Extension of Residential Lease TXR 2005](#): updated Paragraph reference to match updated Lease
- [Residential Lease Amendment TXR 2014](#): updated Paragraph reference and contact information to match updated Lease
- [Addendum Regarding Fee in Lieu of Security Deposit TXR 2018](#): updated Paragraph reference to match updated Lease
- [Lease Amendment Concerning Tenant Change TXR 2211](#): updated Paragraph reference to match updated Lease
- [Itemization of Security Deposit TXR 2216](#): updated Paragraph reference to match updated Lease
- [Notice of Late Rent Breach of Lease TXR 2230](#): updated Paragraph reference to match updated Lease

## Notice of Termination Due to Casualty Loss TXR 2229:

- updated the required number of days the party must wait for repairs to begin to allow for ease of use

## Residential Lease Sight Unseen Addendum TXR 2017:

- Retiring as this language is already in the Lease

# TREC Forms Changes

# TREC Form Changes

- TREC Broker Lawyer Committee met 10/10 and voted to withdraw the recommendations to publish all of the forms that were recently published for comment except for 3 forms.
- The Commission met 11/3 and followed the committee's recommendation

# Postponed!

- o *\*New\* Water Notice Disclosure*
- o *Seller's Disclosure Notice* changes to include disclosures requested by Sunset Advisory Commission (conservation easements, windstorm and other insurance, and storage tanks)
- o *One to Four Family Residential Contract* – 12A clarifications, pg 10 disclosure, removal of subagent
- o Definition of “Legal Holiday” for clarity
- o Nonsubstantive changes to other forms

The withdrawn form proposals will be discussed and considered again at the next BLC meeting in January, meaning the earliest possible adoption will likely be May or June 2026.

# Adopted

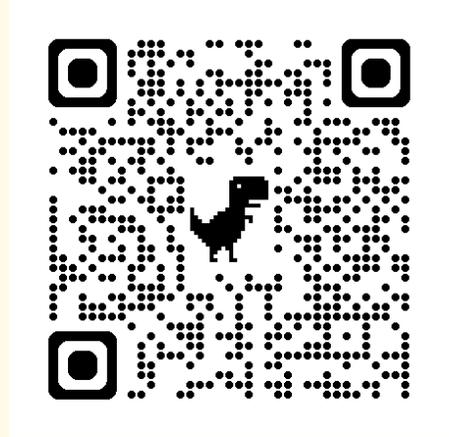
These 3 updated forms were adopted at the 11/3 Commission meeting:

- Landlord's Floodplain and Flood Notice
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease.

# THANK YOU

## Resources:

Instructor Tools and Resources



Instructor FAQs

