

# Texas REALTORS® and TREC Forms Update

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*Spring 2026*

# Texas REALTORS® Forms

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- Residential Real Estate Listing Agreement Exclusive Right to Sell, TXR 1101
- Named Exclusions Addendum to Listing, TXR 1402
- Exclusive Agency Addendum to Listing, TXR 1403
- Amendment to Residential Listing Exclusive Right to Sell, TXR 1404
- Seller's Disclosure Notice, TXR 1406
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- General Information and Notice to Consumers, TXR 1506
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- Residential Contract Critical Date List, TXR 1958
- Wire Fraud Warning, TXR 2517

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

5. **BROKER COMPENSATION:** Compensation paid to brokers or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, any Multiple Listing Service (MLS), or any listing service. Compensation paid to brokers is fully negotiable. Each broker independently determines 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): \_\_\_\_\_% 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) will be applied towards any fees a buyer has agreed to pay Broker as specified in a separate written representation agreement.~~

AB. Broker's Fee (without compensation for other broker): When Earned and Payable, Seller will pay Broker (select all that apply; insert amount to be paid to Broker only for services performed under this agreement):

(a1) \_\_\_\_\_% of the sales price or a flat fee of \$ \_\_\_\_\_.

(b2) An additional \_\_\_\_\_% of the sales price or a flat fee of \$ \_\_\_\_\_ if buyer is unrepresented.

(be3) \_\_\_\_\_.

## Why has broker-to-broker compensation been removed:

- Simplify transactions
- Reduces liability
- Aligns with the removal of broker to broker compensation from the MLS and the revised Paragraph 12 in the TREC residential sales contracts

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

- Added an option in Paragraph 5 for additional compensation to the seller's broker when the buyer is unrepresented
- *Generators* added to the list of Improvements in Paragraph 2B to ensure consistency with TREC forms
- Updated section references to reflect the foregoing changes

# TXR 1402, NAMED EXCLUSIONS ADDENDUM TO LISTING

- Updated reference to paragraph numbers in the listing agreement to ensure compatibility with all Texas REALTORS® listing agreements

## B. Contract with a Named Exclusion:

- (1) If Owner enters into a contract to sell or lease the Property to a Named Exclusion not later than \_\_\_\_\_ days after the above-referenced Listing begins, Owner will not be obligated to pay the ~~fees due~~ Broker's Fee under Paragraph 5A ~~or 5B~~ of the Listing if the sale closes or the lease begins, but Owner will pay Broker, at the time the sale closes or the lease begins, 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) \_\_\_\_\_.
- (2) If Owner enters into a contract for the sale or lease of the Property with a Named Exclusion after the time specified in Paragraph B(1), then the prospective buyer will cease to be a Named Exclusion, this addendum will not apply, and Owner will pay the Broker's Fee ~~the fees~~ under Paragraph 5A ~~or 5B~~ of the Listing.
- (3) If a Named Exclusion, directly or through any other broker, presents to Broker an offer to purchase or lease the property, then the prospective buyer or tenant will cease to be a Named Exclusion, this addendum will not apply, and Owner will pay the Broker's Fee ~~the fees~~ under Paragraph 5A ~~or 5B~~ of the Listing. *(Note: After signing this agreement, Owner should promptly advise any Named Exclusion to present any offers directly to Owner during the period under Paragraph B(1)).*

# TXR 1403, EXCLUSIVE AGENCY ADDENDUM TO LISTING

- Updated reference to paragraph numbers in the listing agreement to ensure compatibility with all Texas REALTORS® listing agreements
- A few other clarifying changes

C. Broker's Fees: If Owner sells or leases the Property to an Excluded Prospect, Owner will not be obligated to pay the ~~Broker's fees~~ ~~Fee due to Broker~~ under Paragraph ~~5A or 5B~~ of the Listing, but Owner will pay Broker, at the time the sale closes or the lease begins, a fee equal to *(check all that apply)*:

- (1) \_\_\_\_\_ % of the sales price if Owner sells the Property.
- (2) \_\_\_\_\_ % of the gross rent over the term of the lease if Owner leases the Property.
- (3) \_\_\_\_\_.

D. Naming of Excluded Prospects: In order for a person to qualify ~~to be~~ an Excluded Prospect under this Addendum, Owner must ~~send~~ provide Broker written notice identifying the Excluded Prospect by name, address, and phone number. If Broker or any other broker shows the Property to a prospective buyer or tenant before Owner provides written notice to Broker that the prospective buyer or tenant is an Excluded Prospect, then the prospective buyer or tenant is not an Excluded Prospect.

# TXR 1406, Seller's Disclosure Notice

A seller must disclose known material information concerning the condition of the Property. Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer 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.**

- A notice has been added to the top to advise the seller that they must disclose known material information concerning the condition of the property.
- To reduce confusion, *Cooktop* and *Range/Stove* have been combined in Section 1
- A table header added at the top of Pages 2 & 3 for additional clarity
- Included *other* as option to clarify that disclosure of all diseased trees should be made and not just those affected by oak wilt
- New disclosures in Section 3 to align with those that TREC has added to the TREC *Seller's Disclosure* as recommended by the Sunset Commission, including the presence of conservation easements, private road(s) on or adjoining the property, and additional disclosures relating to aboveground and underground storage tanks
- Also added a disclosure for *Alkali-Silica Reaction (ASR) aka "Concrete Cancer"* in Section 3

| Item                        | Y | N | U |
|-----------------------------|---|---|---|
| Cable TV Wiring             |   |   |   |
| Carbon Monoxide Det.        |   |   |   |
| Ceiling Fans                |   |   |   |
| Cooktop/ <u>Range/Stove</u> |   |   |   |

| Condition   | Y | N |
|---|---|---|
| Historic Property Designation   |   |   |
| Previous Foundation Repairs   |   |   |
| Previous Roof Repairs <u>or Replacement</u>   |   |   |
| Previous Other Structural Repairs   |   |   |
| Previous Use of Premises for Manufacture of Methamphetamine   |   |   |
| <u>A private road on or adjoining the Property that a buyer will be financially responsible for maintaining</u> |   |   |
| <u>Alkali-Silica Reaction (ASR) or "Concrete Cancer"</u>  |   |   |

| Condition   | Y | N |
|---|---|---|
| Previous Fires  |   |   |
| Single Blockable Main Drain in Pool/Hot Tub/Spa*  |   |   |
| <u>Subsurface Structure or Pits</u>   |   |   |
| <u>Underground Storage Tanks**</u>  |   |   |
| <u>Aboveground Storage Tanks**</u>  |   |   |
| <u>Aboveground Storage Tanks on the Property that hold 500 gal. or more and have stored petroleum products or other chemicals**</u> |   |   |
| <u>Conservation Easements***</u>  |   |   |

If the answer to any of the items in Section 3 is yes or other, explain (attach additional sheets if necessary): \_\_\_\_\_

# TXR 1406, Seller's Disclosure Notice (cont.)

- Moved Section 5 to Section 8 and added a new Section 5 for disclosure all insurance covering the property, including whether the seller has been unable to insure the Property to align with additional disclosures that TREC has added to the TREC *Seller's Disclosure* (as directed by the Sunset Commission)
- Rearranged Section 10 (formerly Section 8)
- Added additional explanations to Section 11 (formerly Section 9) to clarify that disclosure of inspections includes evaluations of systems such as the roof, HVAC, plumbing, electrical, and pool, as well as other specialized inspections; removed the table as the information is included in any inspection reports provided; provided a blank for seller to disclose the number of reports provided; added a statement notifying the seller of the legal requirement to disclose known material facts and defects
- Added a space to disclose the property's security system provider and phone number, if any

| Section 5. Insurance. (Indicate Yes (Y) or No (N))                   | Y | N |
|--|---|---|
| The Property is presently covered by insurance.                      |   |   |
| The Property is presently covered by flood insurance.*               |   |   |
| The Property is presently covered by windstorm insurance.            |   |   |
| You (Seller) have been unable to insure the Property for any reason. |   |   |

\*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

**Section 911.** Within the last 4 years, have you (Seller) received any written inspection reports or evaluations of the Property prepared by ~~from~~ persons who regularly provide such inspections or evaluations and who are ~~either licensed, certified, as inspectors~~ or otherwise permitted by law ~~legally authorized to perform inspections~~ them, including but not limited to general home, roof, HVAC, plumbing, electrical, structural/foundation, pool/spa, mold, termite or other wood-destroying insect, environmental, or other specialized inspections?  yes  no If yes, attach copies ~~and complete the following:~~ of any such reports and indicate the number of reports attached: \_\_\_\_\_.

| Inspection Date | Type | Name of Inspector<br>No. of Pages |
|-----------------|------|-----------------------------------|
|                 |      |                                   |
|                 |      |                                   |
|                 |      |                                   |

Note: A buyer should not rely on ~~the above cited~~ prior reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

**Notice to Seller: Under Texas law, you are required to disclose all known material facts, defects, needed repairs, and adverse conditions affecting the Property. Failure to disclose known material information about the Property may result in legal liability.**

# TXR 1501, Residential Buyer/Tenant Representation Agreement- Long Form

## 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 below.~~ **THIS SECTION SHOULD NOT BE LEFT BLANK.** ~~(for example, insert property address, subdivision, city, county, zip code, etc. or other geographic description.)~~

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, sales ~~persons~~ agents, 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. Attendance at open houses or property showings with other brokers or sales agents where no advice, opinions, negotiations, or substantive brokerage services are provided does not violate these obligations. If attending an open house or property showing without Broker, Client will inform other brokers, sales agents, sellers, and landlords with whom Client may have contact that Client currently has a representation agreement with Broker.

- C. Source of Compensation: Client may ~~Broker will first~~ seek to obtain payment of the Broker's ~~Fee fees~~ specified in Paragraph 7A from the seller, ~~or landlord, or their agents.~~ Broker will assist Client in negotiating any contribution from the seller or landlord; however, Client remains responsible for payment of the Broker's fee. If such parties refuse or fail to pay Broker the full amount, Client will pay Broker the amount specified in Paragraph 7A, reduced only by the amounts paid contributed, if any, to Broker by the seller, or landlord, or their agents.

- Added a statement in Paragraph 3C emphasizing that *Market Area* should be completed and not left blank
- Added language in Paragraph 6 to clarify that attending an open house or a property showing without their broker does not violate client's obligations to the broker
- Reworded Paragraph 7C *Source of Compensation* for clarity
- Updated numbering in Paragraph 7D for consistency
- Removed Paragraph 7E, as it is no longer necessary following the removal of broker-to-broker compensation from the residential listing agreement
- Clarification in Paragraph 9 regarding intermediary compensation

# TXR 1507, Residential Buyer-Tenant Representation Agreement- Short Form



## RESIDENTIAL BUYER/TENANT REPRESENTATION AGREEMENT -SHORT FORM

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1. **PARTIES:** This Agreement-agreement is made between \_\_\_\_\_  
\_\_\_\_\_  
(Collectively, "Client") and \_\_\_\_\_  
\_\_\_\_\_  
("Broker").
  2. **APPOINTMENT:** Client appoints Broker as Client's real estate agent subject to the terms of this Agreement-agreement.
  3. **DEFINITIONS:** In this Agreement-agreement, "acquire" means to purchase or lease real property. "Market areaArea" means that area in the State of Texas specified as follows below. THIS SECTION SHOULD NOT BE LEFT BLANK (for example, insert property address, subdivision, city, county, zip code, etc-or other geographic description): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
  4. **TERM:** This Agreement-agreement begins on \_\_\_\_\_ and ends at 11:59 p.m. on \_\_\_\_\_  
\_\_\_\_\_  
("Term").
  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-Market areaArea.  
 Showing Services. Paragraphs 6, 7, and 8 do not apply. Broker will provide Client with access to properties in the market-Market areaArea. Client will pay Broker a fee of \$\_\_\_\_\_ due upon execution of this Agreement-agreement.
  6. **CLIENT OBLIGATIONS:** Client must: (a) work exclusively through Broker in acquiring property in the market-Market area-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-Market area-Area and refer all such persons to Broker. Attendance at open houses or property showings where no advice, opinions, negotiations, or substantive brokerage services are provided does not violate these obligations. If attending such events without Broker, Client will inform other brokers, sales agents, sellers, and landlords that Client has a representation agreement with Broker.
  7. **BROKER COMPENSATION:** Compensation paid to brokers or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, its local affiliates, any Multiple Listing Service (MLS), or any other listing service. Compensation paid to brokers is fully negotiable. Each broker independently determines their fees. The total compensation Broker receives for brokerage services provided under this agreement, from any and all sources, may not exceed the amount stated in this agreement.
- A. **Broker's Fees:** 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 \$\_\_\_\_\_.

B. **Earned and Payable:** Broker's fees are "Earned" when Client enters into a contract to acquire property

- Added a statement in Paragraph 3C emphasizing that *Market Area* should be completed and not left blank
- Capitalized *Market Area* throughout as it is a defined term and for consistency with other forms
- Added language in Paragraph 6 to clarify that attending an open house or property showing without their broker does not violate client's obligations to the broker
- Updated compensation disclosure in Paragraph 7 for consistency with other forms
- Reworded Paragraph 7C *Source of Compensation* for clarity
- Added clarification in Paragraph 8 regarding intermediary compensation
- Added a limitation of liability paragraph
- Form is now 2 pages

7-9. 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 or Broker's associates. Client will hold Broker, any other broker, and their associates, harmless from any such injuries or losses. Client will indemnify Broker and Broker's associates against any claims for injury or damage caused by Client to others or their property.



# TXR 1506, General Information and Notice to Consumers

- A notification in the compensation paragraph that a broker may pay or receive a referral fee to or from another broker
- A paragraph explaining solar power systems
- A disclaimer that the information is a general reference for consumers and not legal advice
- Minor updates to language and formatting for consistency and clarity

**COMPENSATION.** Compensation means any commission, fee, or other valuable consideration for real estate brokerage services provided by a broker or agent. 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®, any Multiple Listing Service (MLS), or any other listing service. Broker compensation is fully negotiable. Brokers independently determine their fees. There are many different compensation models brokers may use including commission, flat fee, hourly fee, and fees for specific tasks. Broker compensation may come from different sources: buyer and tenant may pay their broker directly, or the seller, landlord, or listing broker may offer to pay certain buyer or tenant's expenses, which can include broker fees. Broker may pay or receive a referral fee to or from another licensed broker in connection with a transaction.

**SOLAR POWER SYSTEMS.** A solar power system installed on the property may be subject to a lease, loan, or power purchase agreement (PPA). If so, the agreement may need to be paid off at closing or assumed by the buyer, which may require approval from the solar company and/or lender. The buyer is encouraged to review all solar-related documents, determine the ownership and financing terms, investigate any payoff or transfer requirements or costs, and consider having the system inspected by a qualified professional. Additional information may be found at <https://www.energy.gov/eere/solar/consumers-guide-buying-house-solar-panels>.

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

- Added clarification that *sight unseen* refers to a property not physically viewed in person

## **E. Sight Unseen:**

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

**F. Acceptance:** Buyer accepts the Property in its present condition.

**NOTICE TO BUYER:** The brokers have no knowledge of any defects in the Property other than what has been disclosed in the Seller's Disclosure Notice or other written information the brokers may have

# TXR 1958, Residential Contract Critical Date List

- Added a statement that if the contract is amended, one or more of the dates listed may change
- Changed *federal reserve bank holiday* to *Legal Holiday* and added definition of *Legal Holiday* to bring into alignment with TREC's new definition of *Legal Holiday*

\* Dates falling on Saturday, Sunday or ~~federal reserve bank~~ a Legal Holiday are extended to the next business day. "Legal Holiday" means a legal holiday described in Texas Government Code §§ 662.003(a) and 662.003(b)(4) and (6).

# TXR 2517, Wire Fraud Warning

- Changed *Buyers and Sellers* to *Consumers* in the title and signature lines to allow the form to be used across a broader range of transaction types
- Added seller, buyer, landlord, tenant, or other party involved in the transaction to the first paragraph to reflect expanded use



## WIRE FRAUD WARNING

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~~Buyers and Sellers~~ Consumers 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 trusted source, such as a real estate agent, ~~a~~ title company, ~~a~~ lender, seller, buyer, landlord, tenant, or ~~another trusted source~~ other party involved in the transaction. 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.

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

~~☐ Seller ☐ Buyer~~ ☐ Consumer

~~☐ Seller ☐ Buyer~~ ☐ Consumer



# TXR 1404, Amendment to Residential Listing Exclusive Right to Sell

Notice: This form shall only be used to amend TXR 1101.

“Owner” means the seller ~~or landlord~~ of the above-referenced Property.

Effective \_\_\_\_\_, Owner and Broker amend the above-referenced Listing as follows:

- A. The Listing Price in Paragraph 3 of the Listing is changed to: \$\_\_\_\_\_.
- B. The date the Listing ends in Paragraph 4 of the Listing is changed to: \_\_\_\_\_.
- C. ~~(TXR 1101 and TXR 1201 only)~~ The Broker’s Fee ~~is changed to~~ in Paragraph ~~5A1~~ ~~or~~ ~~5B1~~ ~~is changed~~ as follows:
  - ~~(a1)~~ \_\_\_\_\_% of the sales price ~~or~~ a flat fee of \$\_\_\_\_\_.
  - ~~(b2)~~ An additional \_\_\_\_\_% of the sales price or a flat fee of \$\_\_\_\_\_ if buyer is unrepresented.
  - ~~(3)~~ \_\_\_\_\_.
- ~~D.~~ ~~(TXR 1101 and TXR 1201 only)~~ The compensation paid to the other broker in Paragraph 5A2 is changed as follows: \_\_\_\_\_ % of the sales price or \$\_\_\_\_\_.
- ~~ED.~~ 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.
- ~~FE.~~ Paragraph(s) \_\_\_\_\_ are changed as follows: \_\_\_\_\_.

- Changed the title from *Amendment to Listing* to *Amendment to Residential Listing Exclusive Right to Sell* to specify use with the Residential Real Estate Listing Agreement Exclusive Right to Sell TXR 1101
- Added notice that this form TXR 1404 shall only be used to amend TXR 1101
- Aligned language in C. with changes to Paragraph 5 of TXR 1101
- Removed all references to TXR 1201 as changes to TXR 1201 will be made using the new form TXR 1422
- Due to the variations among listing agreements, each listing agreement will have a unique amendment form

- Previously, Amendment to Listing (TXR 1404) was used to amend any of the Texas REALTORS® listing agreements

- Now, due to variations among the listing agreements, each listing agreement has a unique amendment form

**TEXAS REALTORS**  
**AMENDMENT TO FARM AND RANCH LISTING  
 EXCLUSIVE RIGHT TO SELL**  
USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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**AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES  
 CONCERNING THE PROPERTY AT**

Notice: This form shall only be used to amend TXR 1201.  
 \*Owner\* means the seller of the above-referenced Property.  
 Effective \_\_\_\_\_, Owner and Broker amend the above-referenced Listing as follows:

A. The Listing Price in Paragraph 3 of the Listing is changed to: \$ \_\_\_\_\_.

B. The date the Listing ends in Paragraph 4 of the Listing is changed to: \_\_\_\_\_.

C. The Broker's Fee in Paragraph 5A(1) or 5B is changed as follows:  
 (a) \_\_\_\_\_% of the sales price or a flat fee of \$ \_\_\_\_\_.  
 (b) \_\_\_\_\_.

D. The compensation paid to the other broker in Paragraph 5A(2) is changed as follows: \_\_\_\_\_% of the sales price or \$ \_\_\_\_\_.

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.

F. Paragraph(s) \_\_\_\_\_ are changed as follows: \_\_\_\_\_

Compensation paid to brokers or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, any Multiple Listing Service (MLS), or any other listing service. Compensation paid to brokers is fully negotiable. Each broker independently determines their fees.

Broker's Printed Name \_\_\_\_\_ License No. \_\_\_\_\_ Owner's Printed Name \_\_\_\_\_  
 Broker's ( or Broker's Associate's) Signature \_\_\_\_\_ Date \_\_\_\_\_ Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Broker's Associate's Printed Name, if applicable \_\_\_\_\_ License No. \_\_\_\_\_ Owner's Printed Name \_\_\_\_\_  
 \_\_\_\_\_ Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

(TXR-1422) 06-15-26 Page 1 of 1

**Amendment to Farm and  
 Ranch Listing (TXR 1422)**

**TEXAS REALTORS**  
**AMENDMENT TO RESIDENTIAL LISTING  
 EXCLUSIVE RIGHT TO LEASE**  
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**AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES  
 CONCERNING THE PROPERTY AT**

Notice: This form shall only be used to amend TXR 1102.  
 Effective \_\_\_\_\_, Landlord and Broker amend the above-referenced Listing as follows:

A. The **LISTING PRICE** in Paragraph 3 is changed and Broker is instructed 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.

B. The **TERM** in Paragraph 4A is changed and the Listing shall end on \_\_\_\_\_ at 11:59 p.m.

C. The **BROKER'S FEE** in Paragraph 5A(1) or 5B is changed as follows:  
 (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) \_\_\_\_\_.

D. The compensation paid to the other broker in Paragraph 5A(2) is changed as follows: *(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 \$ \_\_\_\_\_.

E. Landlord instructs Broker to cease marketing the Property on \_\_\_\_\_ and resume marketing the Property on:  (1) receipt of further instructions from Landlord; or  (2) \_\_\_\_\_.  
 The Listing is not terminated and remains in effect for all other purposes.

F. Paragraph(s) \_\_\_\_\_ are changed as follows: \_\_\_\_\_

Compensation paid to brokers or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, any Multiple Listing Service (MLS), or any other listing service. Compensation paid to brokers is fully negotiable. Each broker independently determines their fees.

Broker's Printed Name \_\_\_\_\_ License No. \_\_\_\_\_ Landlord's Printed Name \_\_\_\_\_  
 Broker's ( or Broker's Associate's) Signature \_\_\_\_\_ Date \_\_\_\_\_ Landlord's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Broker's Associate's Printed Name, if applicable \_\_\_\_\_ License No. \_\_\_\_\_ Landlord's Printed Name \_\_\_\_\_  
 \_\_\_\_\_ Landlord's Signature \_\_\_\_\_ Date \_\_\_\_\_

(TXR-1423) 06-15-26 Page 1 of 1

**Amendment to Lease Listing  
 (TXR1423)**

**TEXAS REALTORS**  
**AMENDMENT TO COMMERCIAL LISTING AGREEMENT**  
USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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**AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES  
 CONCERNING THE PROPERTY AT**

Notice: This form shall only be used to amend TXR 1301, 1302, or 1303.  
 Effective \_\_\_\_\_, the Parties amend the above-referenced Listing as follows:

A. The **LISTING PRICE** in Paragraph 3A of the Listing is changed to: \$ \_\_\_\_\_.

B. The **TERM** in Paragraph 4 is changed and the Listing shall end on \_\_\_\_\_ at 11:59 p.m.

C. **(TXR 1301 only)** The **BROKER'S FEE** in Paragraph 5A is changed as follows:  
 (1) \_\_\_\_\_% of the sales price.  
 (2) \_\_\_\_\_.

D. **(TXR 1302 and TXR 1303 only)** The **BROKER'S FEE** in Paragraph 5A is changed as follows:  
 (1) \_\_\_\_\_% of all base rents to be paid over the term of the lease (TXR 1302) or sublease (TXR 1303) and the same percentage of the following items to be paid over the term of the lease/sublease:  expense reimbursements, and  \_\_\_\_\_.  
 (2) \_\_\_\_\_.

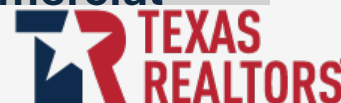
E. Broker shall cease marketing the Property on \_\_\_\_\_ and resume marketing the Property on:  (1) receipt of further instructions from the Seller, Landlord, or Tenant; or  (2) \_\_\_\_\_.  
 The Listing is not terminated and remains in effect for all other purposes.

F. Paragraph(s) \_\_\_\_\_ are changed as follows: \_\_\_\_\_

Compensation paid to brokers or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, any Multiple Listing Service (MLS), or any other listing service. Compensation paid to brokers is fully negotiable. Each broker independently determines their fees.

Broker's Printed Name \_\_\_\_\_ License No. \_\_\_\_\_ Seller, Tenant, or Landlord's Printed Name \_\_\_\_\_  
 Broker's ( or Broker's Associate's) Signature \_\_\_\_\_ Date \_\_\_\_\_ Seller, Tenant, or Landlord's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Broker's Associate's Printed Name, if applicable \_\_\_\_\_ License No. \_\_\_\_\_ Seller, Tenant, or Landlord's Printed Name \_\_\_\_\_  
 \_\_\_\_\_ Seller, Tenant, or Landlord's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Amendment to Commercial  
 Listing (TXR 1424)**



# TXR 1421, \*NEW\* PROPERTY CONDITION STATEMENT

- New form intended to assist sellers and brokers in documenting the seller’s knowledge of the disclosure information required by Paragraph 7 in some contracts involving unimproved property, newly constructed property that has not been previously occupied for residential purposes, and farm and ranch property
- Does not satisfy the requirements of Texas Property Code, Section 5.008, and must not be used in place of the statutorily required Seller’s Disclosure Notice when that notice is required by law


## CONTRACT (PARA 7)

### H. 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.
  - (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):

NEW HOME, UNIMPROVED,  
FARM & RANCH CONTRACTS





**PROPERTY CONDITION STATEMENT**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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NOTICE: This form does not satisfy the requirements of §5.008 of the Texas Property Code and must not be used in place of that notice when it is required. It may be used as a written memorandum of the seller’s knowledge of the disclosure information required by Paragraph 7 in contracts for the sale of unimproved property, newly constructed property that has not been previously occupied, and farm and ranch land without residential improvements.

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

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

| Are you (Seller) aware of:  | <b>Not<br/>Aware</b>     | <b>Aware</b>             |
|---|--------------------------|--------------------------|
| (1) any flooding of the Property which has had a material adverse effect on the use of the Property? .....              | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property? .....             | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) any environmental hazards that materially and adversely affect the Property? .....                                  | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property? .....         | <input type="checkbox"/> | <input type="checkbox"/> |
| (5) any wetlands, as defined by federal or state law or regulation, affecting the Property? .....                       | <input type="checkbox"/> | <input type="checkbox"/> |
| (6) any threatened or endangered species or their habitat affecting the Property? .....                                 | <input type="checkbox"/> | <input type="checkbox"/> |
| (7) that the Property is located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a floodplain? ..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (8) that a tree or trees located on the Property has oak wilt? .....  | <input type="checkbox"/> | <input type="checkbox"/> |

If you are aware of any of the items above, explain (attach additional sheets if necessary):

# RETIRING TEXAS REALTORS® FORMS\*

- Compensation Agreement Between Broker and Owner TXR 2401
- Compensation Agreement Between Brokers TXR 2402

\*The date for retiring these forms has not yet been decided

# Updates to Contracts

*2 Texas REALTORS® contracts & all  
TREC contracts have been updated*

# Mandatory vs Voluntary Use

TREC promulgates forms that are either *required* or *optional* for use by license holders

## **Mandatory Use**

- **Must** be used by all license holders
- **All TREC contracts**
- New versions become mandatory beginning **July 1**

## Voluntary Use

- **May** be used by license holders
- Texas REALTORS® contracts
- Texas REALTORS® forms

- TREC's mandatory and voluntary use forms **may** be used **NOW** (available now on TREC's website)
- The new versions of all forms will be available **June 15**

## **Updated Texas REALTORS® Contracts (*voluntary use*):**

- Residential Condominium Contract (Completed Construction)TXR 1608
- Residential Condominium Contract (Incomplete Construction)TXR 1609

## **Updated TREC Contracts (*mandatory use 7.1.2026*):**

- One to Four Family Residential Contract (Resale) TREC 20-19
- New Home Contract (Incomplete Construction) TREC 23-20
- New Home Contract (Completed Construction) TREC 24-20
- Farm & Ranch Contract TREC 25-17
- Unimproved Property Contract TREC 9-18
- Residential Condominium Contract (Resale) TREC 30-18

# One to Four Family Residential Contract (Resale), TREC 20-19, (TXR 1601)



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

NOTICE: Not For Use For Condominium Transactions

05-04-2026



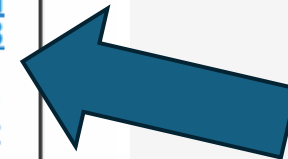
- 1. PARTIES:** The parties to this contract are \_\_\_\_\_  
(Seller) and \_\_\_\_\_(Buyer).  
Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
- 2. PROPERTY:** The land, improvements and accessories are collectively referred to as the Property (Property).
  - A. LAND: Lot \_\_\_\_\_ Block \_\_\_\_\_,  
Addition, City of \_\_\_\_\_, County of \_\_\_\_\_,  
Texas, known as \_\_\_\_\_,  
(address/zip code), or as described on attached exhibit.
  - 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, generators, 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

- **Generators** has been added as a property improvement
  - *Not included in unimproved or new home contracts*

## 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~~[Option-Fee]. The earnest money and ~~option fee~~[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~~[Option-Fee], or the additional earnest money falls on a Saturday, Sunday, or ~~Legal Holiday~~[legal-holiday], the time to deliver the earnest money, ~~option fee~~[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~~[legal-holiday]. "~~Legal Holiday~~" means a legal holiday described in Sections 662.003(a) and 662.003(b)(4) and (6), Texas Government Code.
  - (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the ~~option fee~~[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~~[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~~[Option-Fee] to Seller. The ~~option fee~~[Option-Fee] will be credited to the Sales Price at closing.
- B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the ~~option fee~~[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~~[Option-Fee] will not be refunded and Escrow Agent shall release any ~~option fee~~[Option-Fee] remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the ~~option fee~~[Option-Fee] or if Buyer fails to deliver the ~~option fee~~[Option-Fee] within the time required, Buyer shall not have the unrestricted right to terminate this contract under this paragraph 5.
- E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

# One to Four Family Residential Contract (Resale), TREC 20-19, (TXR 1601)



- **Legal Holiday** is now a defined term in the contract (Para 5) and other forms

# WHAT IS A LEGAL HOLIDAY?



- "Legal Holiday" in the forms only refers to the following dates:
  - **New Year's Day (Jan 1<sup>st</sup>)**
  - **MLK, Jr. Day (3<sup>rd</sup> Mon in Jan)**
  - **President's Day (3<sup>rd</sup> Mon in Feb)**
  - **Memorial Day (last Mon in May)**
  - **Emancipation Day in Texas (June 19<sup>th</sup>)**
  - **Independence Day (July 4<sup>th</sup>)**
  - **Labor Day (1<sup>st</sup> Mon in Sept)**
  - **Veteran's Day (Nov 11<sup>th</sup>)**
  - **Thanksgiving Day (4<sup>th</sup> Thurs in Nov)**
  - **Friday after Thanksgiving Day**
  - **Christmas Day (Dec 25<sup>th</sup>)**

# One to Four Family Residential Contract (Resale), TREC 20-19, (TXR 1601)

limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.

I. SELLER'S DISCLOSURE ABOUT GROUNDWATER AND SURFACE WATER RIGHTS (Seller's Water Disclosure): Access to surface water or groundwater on the Property may be regulated, restricted, or prohibited, including but not limited to the right to drill or operate water wells and the right to withdraw water from surface water sources on or adjoining the Property. The parties shall use the Seller's Water Disclosure published by TREC to identify information related to groundwater and surface water rights. (Check one box only)

(1) Buyer has received the Seller's Water Disclosure.

(2) Buyer has not received the Seller's Water Disclosure. Within \_\_\_\_\_ days after the Effective Date of this contract, Seller shall deliver the Seller's Water Disclosure to Buyer. If Buyer does not receive the Seller's Water Disclosure, 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 Seller's Water Disclosure, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Seller's Water Disclosure or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

(3) Seller is not required to deliver the Seller's Water Disclosure to Buyer because all of the following are true:

(a) Seller is not aware of a water well on the Property (in use or not in use);

(b) Seller is not aware of a pond, lake, or water tank on the Property;

(c) Seller is not aware of any certificate of adjudication, certified filing, or permit for surface water rights associated with the Property administered by the Texas Commission on Environmental Quality;

(d) Seller is not aware that any groundwater rights to the Property have been severed, sold, or leased in whole or in part; and

(e) the Property receives water only from the following municipality (City), municipal utility district (MUD) or other special district, water supply corporation (WSC), or private water supply company (PWC):  
\_\_\_\_\_

## NEW SELLER'S DISCLOSURE OF WATER RIGHTS (Para 7)

- Indicate whether:
- Buyer has received the Seller's Water Disclosure
- Buyer has not received it and when Seller must deliver it to Buyer; or
- Seller is NOT required to deliver it because all 5 conditions are true
  - (1) and (2) trigger the need to provide the new disclosure form (see slide \_\_\_\_\_)
  - *Not included in the TREC or Texas REALTORS® Residential Condominium Contracts*
- Directed by the Sunset Advisory Commission

Page 181 of 329  
Initialed for identification by Buyer \_\_\_\_\_ and Seller \_\_\_\_\_ TREC NO. 20-19~~[20-18]~~

# One to Four Family Residential Contract (Resale), TREC 20-19, (TXR 1601)

Contract Concerning \_\_\_\_\_ Page 6 of 13 [05-04-2026](#)  
[~~11-04-2024~~] (Address of Property)

**8. BROKER OR SALES AGENT DISCLOSURE: [~~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 \_\_\_\_\_, 20\_\_\_\_, 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.  
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

\*Removes the reference to Brokers' Fees, which is now covered in Paragraph 12



**12. SETTLEMENT AND OTHER EXPENSES:**

A. **EXPENSES:** 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; ~~and~~

~~[(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]~~

~~(b)[(e)] an amount not to exceed \$ \_\_\_\_\_ to be applied to [other] Buyer's Expenses other than brokerage compensation or contributions under Paragraph 12B below.~~

- (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments;

Initialed for identification by Buyer \_\_\_\_\_ and Seller \_\_\_\_\_ Page 187 of 329 TREC NO. 20-19(20-18)

**PARAGRAPH 12 HAS BEEN REWORDED AND REORGANIZED**

- 12A is now limited to Expenses
  - 12A(1) Seller's expenses, including the option in 12A(1)(b) to contribute to Buyer's expenses other than brokerage fees
  - 12A(2) Buyer's expenses
- Note that 12A does not include any broker compensation

Contract Concerning \_\_\_\_\_ Page 7 of 13 05-04-2026

[11-04-2024] (Address of Property)

recording fees; copies of easements and restrictions; loan 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; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; ~~brokerage fees that Buyer has agreed to pay;~~ and other expenses payable by Buyer under this contract.

B. BROKERAGE COMPENSATION: Brokerage compensation is not set by law and is fully negotiable. Each party shall pay their respective brokers pursuant to the terms of the parties' obligations to compensate their brokers contained in separate written agreements. The contributions under 12B(1) and 12B(2) below shall be applied to and shall not change the parties' obligations to pay compensation pursuant to those agreements. The following contributions must be paid at closing:

- (1) Seller will pay (check one box only):  \$ \_\_\_\_\_ or  \_\_\_\_\_ % of the Sales Price to be applied toward the brokerage compensation owed by Buyer to Buyer's broker.
- (2) Buyer will pay (check one box only):  \$ \_\_\_\_\_ or  \_\_\_\_\_ % of the Sales Price to be applied toward the brokerage compensation owed by Seller to Seller's broker.

~~[B. 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 Veterans Land Board or other governmental loan program regulations.]~~

C. EXPENSE LIMITATION: If a governmental loan program regulation prohibits Buyer from paying charges or fees, then the amount of any concession in 12A(1)(b) shall be first applied to pay such prohibited expenses and then to other Buyer's Expenses but not brokerage compensation or contribution.

**13. PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date.

**PARAGRAPH 12B NOW COVERS BROKERAGE COMPENSATION**

- 12B(1) gives the Seller the option to contribute to Buyer's brokerage compensation
- 12B(2) give the Buyer the option to contribute to Seller's brokerage compensation (*a new option that was not previously included in the contracts*)
- Paragraph 12C includes an expense limitation that provides that if a buyer is prohibited by the lender or regulation from paying a charge or fee, the Seller's contributions in 12A(1)(b) will first be applied to such prohibited Buyer's expenses



# One to Four Family Residential Contract (Resale), TREC 20-19, (TXR 1601)

## 20. **GOVERNMENTAL** ~~[FEDERAL]~~ **REQUIREMENTS:**

A. If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status 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.

B. Seller and Buyer shall promptly execute and deliver any statements, documents, and information requested by Escrow Agent required by governmental reporting requirements (for example, reporting to the U.S. Treasury or its bureaus).

21. **NOTICES:** All notices from one party or their agent to the other must be in writing. Notices ~~[and]~~ are effective when mailed to, hand-delivered at, sent by overnight courier to, or transmitted by ~~[fax or]~~ electronic transmission to the other party or their agent. ~~[as follows:]~~

### To Buyer(s) at:

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

Phone(s) \_\_\_\_\_  
\_\_\_\_\_

Email(s): \_\_\_\_\_  
\_\_\_\_\_

### To Buyer's agent at:

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### To Seller(s) at:

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

Phone(s): \_\_\_\_\_  
\_\_\_\_\_

Email(s): \_\_\_\_\_  
\_\_\_\_\_

### To Seller's agent at:

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## PARAGRAPH 20 HAS BEEN UPDATED

- Now titled Governmental Requirements
- Adds, in the new 20B, the requirement that Buyer and Seller cooperate with Escrow Agent to provide information required by the government

## PARAGRAPH 21 NOTICES UPDATED:

- Allows notice to be given by a party or their agent to the other party or their agent (previously notice was required to be given to the party)
- Adds overnight courier as a delivery option
- Delivery by facsimile removed

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

**Financial**

- Third Party Financing Addendum
- Addendum for Sale of Other Property by Buyer
- Addendum Concerning Right to Terminate Due to Lender's Appraisal
- Seller Financing Addendum
- Addendum for Section 1031 Exchange
- Short Sale Addendum
- Loan Assumption Addendum
- Addendum for Release of Liability on Assumed Loan and/or Restoration of Seller's VA Entitlement

**Leases**

- Addendum Regarding Residential Leases
- Addendum Regarding Fixture Leases
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease

**Additional Tests and Reports**

- Addendum for Authorizing Hydrostatic Testing
- Environmental Assessment, Threatened or Endangered Species, and Wetlands Addendum

**Statutory Disclosures and Notices**

- 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 for Property Located Seaward of the Gulf Intercoastal Waterway
- Addendum for Coastal Area Property
- The following utility, water, drainage, public improvement, and other district notices (list all that have been given or are attached): \_\_\_\_\_

**NOTICE: Seller's failure to provide applicable Statutory Disclosures and Notices may provide Buyer with remedies or rights to terminate this contract.**

**Other**

- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Non-Realty Items Addendum
- Addendum for "Back-Up" Contract
- Addendum for Reservation of Oil, Gas, and Other Minerals
- Other: \_\_\_\_\_

# One to Four Family Residential Contract (Resale), TREC 20-19, (TXR 1601)

PARAGRAPH 22 AGREEMENTS  
UPDATED:

- Redesigned into sections
- References in Paragraph 6 to attached notices have been deleted and moved here so that all attached addenda and notices are in one paragraph

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

The brokers to this sale are:

\_\_\_\_\_  
(Broker Firm) **represents Seller only as Seller's agent.**

Address: \_\_\_\_\_  
Broker Firm License No.: \_\_\_\_\_  
Associate's Name: \_\_\_\_\_  
Team Name: \_\_\_\_\_  
Associate's Email: \_\_\_\_\_  
Associate's Phone No.: \_\_\_\_\_ Associate's License No.: \_\_\_\_\_  
Licensed Supervisor of Associate: \_\_\_\_\_  
Phone No. of Licensed Supervisor: \_\_\_\_\_ License No.: \_\_\_\_\_

\_\_\_\_\_  
(Broker Firm) **represents Buyer only as Buyer's agent.**

Address: \_\_\_\_\_  
Broker Firm License No.: \_\_\_\_\_  
Associate's Name: \_\_\_\_\_  
Team Name: \_\_\_\_\_  
Associate's Email: \_\_\_\_\_  
Associate's Phone No.: \_\_\_\_\_ Associate's License No.: \_\_\_\_\_  
Licensed Supervisor of Associate: \_\_\_\_\_  
Phone No. of Licensed Supervisor: \_\_\_\_\_ License No.: \_\_\_\_\_

# One to Four Family Residential Contract (Resale), TREC 20-19, (TXR 1601)

**Intermediary**

\_\_\_\_\_  
(Broker Firm) **represents Seller and Buyer as an intermediary.**

Address: \_\_\_\_\_  
Broker Firm License No.: \_\_\_\_\_  
Associate's Name (for Seller): \_\_\_\_\_  
Team Name: \_\_\_\_\_  
Associate's Email: \_\_\_\_\_  
Associate's Phone No.: \_\_\_\_\_ Associate's License No.: \_\_\_\_\_  
Licensed Supervisor of Associate: \_\_\_\_\_  
Phone No. of Licensed Supervisor: \_\_\_\_\_ License No.: \_\_\_\_\_

Associate's Name (for Buyer): \_\_\_\_\_  
Team Name: \_\_\_\_\_  
Associate's Email: \_\_\_\_\_  
Associate's Phone No.: \_\_\_\_\_ Associate's License No.: \_\_\_\_\_  
Licensed Supervisor of Associate: \_\_\_\_\_  
Phone No. of Licensed Supervisor: \_\_\_\_\_ License No.: \_\_\_\_\_

## BROKER CONTACT INFORMATION PAGE

- Completely reformatted
- The terms “Other Broker” and “Listing Broker” have been replaced with the Broker Firm (agent) that represents Seller or Buyer
- Intermediary Broker information is a separate section
- Disclosure at the bottom of Page 10 about the payment of cooperative compensation has been removed  
(removed from all except Farm & Ranch contract)

# Farm and Ranch Contract, TREC 25-17 (TXR 1701)

- Includes the changes made to the other TREC contracts already mentioned with a few exceptions:
  - Ratification of Fee (at the top of Page 10 and not included in other contracts) has been revised so that “Listing Broker” is now referred to as “Seller’s broker” and “Other Broker” is now referred to as “Buyer’s broker”
  - The Broker Contact Information page still includes the Agreement for Payment of Brokers’ Fee, which has been updated to include additional language advising the parties to not sign the compensation agreement at the bottom of the page if broker contributions are to be paid under Paragraph 12B(1) or (2).

~~Seller and Buyer as an intermediary~~

Upon closing of the sale by Seller to Buyer of the Property described in the contract to which this fee agreement is attached: (a)  Seller  Buyer will pay Seller's broker [~~Listing/Principal Broker~~] a cash fee of \$ \_\_\_\_\_ or  \_\_\_\_\_% of the total Sales Price; and (b)  Seller  Buyer will pay Buyer's broker [~~Other Broker~~] a cash fee of \$ \_\_\_\_\_ or  \_\_\_\_\_% of the total Sales Price. Seller/Buyer authorizes and directs Escrow Agent to pay the brokers from the proceeds at closing.

**DO NOT SIGN IF THERE IS A SEPARATE AGREEMENT FOR PAYMENT OF BROKERS' FEES OR IF CONTRIBUTIONS ARE TO BE PAID UNDER PARAGRAPH 12B(1) OR (2).** Brokers' fees are negotiable. Brokers' fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested or maintained by the Texas Real Estate Commission.

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

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

|  |   |
|--|---|
| <b>RATIFICATION OF FEE</b>   |   |
| <u>Seller's broker</u> [ <del>Listing Broker</del> ] has agreed to pay <u>Buyer's broker</u> [ <del>Other Broker</del> ]               |   |
| _____ of the total Sales Price when <u>Seller's broker's</u> [ <del>Listing Broker's</del> ]   |   |
| fee is received. Escrow Agent is authorized and directed to pay <u>Buyer's broker</u> [ <del>Other Broker</del> ] from <u>Seller's</u> |   |
| <u>broker's</u> [ <del>Listing Broker's</del> ] fee at closing.  |   |
| <u>Buyer's broker</u> [ <del>Other Broker</del> ]:   | <u>Seller's broker</u> [ <del>Listing Broker</del> ]: |
| By: _____  | By: _____   |

**BROKER CONTACT INFORMATION AND AGREEMENT FOR PAYMENT OF BROKERS' FEES**

# Additional TREC form changes

# AMENDMENT TO CONTRACT, TREC 39-11(TXR 1903) \*mandatory use

- Updated to align with new Paragraph 12

- (3) The date in Paragraph 9 of the contract is changed to \_\_\_\_\_, 20\_\_\_\_.
- (4) The amount in Paragraph 12A(1)(b) of the contract is changed to  \$\_\_\_\_\_.  ~~\_\_\_\_\_% of the Sales Price (check one box only).~~
- (5) The amounts~~[amount]~~ in Paragraph 12B~~[12A(1)(e)]~~ of the contract are~~[is]~~ changed as follows (check applicable boxes): ~~[to \$ \_\_\_\_\_.]~~
- (1) Seller will pay (check one box only):  \$ \_\_\_\_\_ or  \_\_\_\_\_ % of the Sales Price.
- (2) Buyer will pay (check one box only):  \$ \_\_\_\_\_ or  \_\_\_\_\_ % of the Sales Price.
- (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 ~~[Option Fee]~~ of \$ \_\_\_\_\_ for an extension of the unrestricted right to terminate the contract on or before 5:00 p.m. on \_\_\_\_\_, 20\_\_\_\_. This additional option fee ~~[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 ~~[Option Fee]~~ was paid.
- (9) The date for Buyer to give written notice to Seller that Buyer cannot obtain Buyer Approval as

# ADDENDUM FOR “BACK-UP” CONTRACT, TREC 11-9 (TXR 1909)<sup>\*mandatory use</sup>

- Important update: The amended effective date has been changed to the date the seller delivers the notice of termination of the First Contract to the buyer (it is no longer the date the buyer receives the notice)
- Revisions to capitalization of terms, including option fee, Legal Holiday, and Effective Date

- D. Buyer authorizes Escrow Agent to release and deliver the additional option fee [~~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 additional option fee [~~Option-Fee~~] to Seller. The additional option fee [~~Option-Fee~~] will be credited to the Sales Price at closing.
- E. FAILURE TO TIMELY DELIVER ADDITIONAL EARNEST MONEY: If Buyer fails to deliver the additional earnest money within the time required, Seller may terminate this contract or exercise Seller’s remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the additional earnest money.
- F. FAILURE TO TIMELY DELIVER ADDITIONAL OPTION FEE: If Buyer fails to deliver any required additional option fee [~~Option-Fee~~] within the time required, Buyer shall not have the unrestricted right to terminate this contract as provided in Paragraph 5(B) of the contract.
- G. The Back-Up Contract is contingent upon the termination of a previous contract (the First Contract) dated \_\_\_\_\_, 20\_\_\_\_\_, for the sale of Property. Except as provided by this Addendum, neither party is required to perform under the Back-Up Contract while it is contingent upon the termination of the First Contract.
- H. If the First Contract does not terminate on or before \_\_\_\_\_, 20\_\_\_\_\_, the Back-Up Contract terminates and the earnest money will be refunded to Buyer. Seller must notify Buyer immediately of the termination of the First Contract. For purposes of performance, the Effective Date [~~effective-date~~] of the Back-Up Contract changes to the date Seller delivers [~~Buyer-receives~~] notice of termination of the First Contract to Buyer (Amended Effective Date).
- I. An amendment or modification of the First Contract will not terminate the First Contract.

# ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION, TREC 36-11 (TXR 1922)<sup>\*mandatory use</sup>

- Paragraph A2 updated to remove the obligation for the buyer to provide the subdivision information to the seller

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

(Check only one box):

- 1. Within \_\_\_\_\_ days after the Effective Date [~~effective date~~] of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.
- 2. Within \_\_\_\_\_ days after the Effective Date [~~effective date~~] of the contract, Buyer shall obtain [~~pay for, and deliver a copy of~~] the Subdivision Information at Buyer's expense. [~~to the Seller. If~~] Buyer is deemed to receive [~~obtains~~] the Subdivision Information on the date of actual receipt or date specified in this paragraph, whichever is earlier. [~~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 Buyer receives the Subdivision Information [~~the time required~~] or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.
- 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer  does  does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if

- Adds a sentence to Paragraph C so that if there is any conflict with the allocation of charges in the Subdivision Information Paragraph C controls

**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. If this paragraph conflicts with any allocation of charges in the Subdivision Information, this paragraph will control.


**D. AUTHORIZATION:** Seller authorizes the Association to release and provide the Subdivision Information and any

# ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED HAZARDS AS REQUIRED BY FEDERAL LAW, TREC 56-0 (TXR 1906)<sup>\*voluntary use</sup>

- “Other Broker” changed to “Buyer’s Broker”
- “Listing Broker” changed to “Seller’s Broker”
- “Licensees” changed to “license holders” in box near footer for consistency with other forms

Best of their knowledge, that the information they have provided is true and accurate.

|                               |       |                                  |       |
|-------------------------------|-------|----------------------------------|-------|
| _____                         | _____ | _____                            | _____ |
| Buyer                         | Date  | Seller                           | Date  |
| _____                         | _____ | _____                            | _____ |
| Buyer                         | Date  | Seller                           | Date  |
| _____                         | _____ | _____                            | _____ |
| <u>Buyer's</u> [Other] Broker | Date  | <u>Seller's</u> [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 [license holders](#) [~~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>)

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[TREC NO. 56-0](#) [~~TREC NO. 0P-1~~]



# TREC'S SELLER'S DISCLOSURE NOTICE, TREC 55-1<sup>\*voluntary use</sup>

- New disclosures in Paragraph 9 include:
  - Conservation easements
  - Insurance coverage, including windstorm insurance and inability to insure the property
  - Private roads on or adjoining the property
  - Aboveground and underground storage tanks
- These new disclosures are the result of a directive to TREC from the Sunset Advisory Committee

\_\_\_\_\_ Any portion of the property that is located in a groundwater conservation district or a subsidence district.

\_\_\_\_\_ Any conservation easements located on the Property.  
"Conservation easement" means an easement (permanent or for a period of years) on the property that restricts the use of all or a part of the property to protect natural resources, wildlife habitat, open space, or historical sites.

\_\_\_\_\_ The Property is presently covered by insurance.

\_\_\_\_\_ The Property is presently covered by windstorm insurance.

\_\_\_\_\_ Seller has been unable to insure the Property for any reason.

\_\_\_\_\_ A private road on or adjoining the Property for which Seller is financially responsible for maintaining.

\_\_\_\_\_ Any aboveground or underground storage tanks on the Property. (If yes, see 30 Texas Administrative Code Chapter 334 for additional disclosure requirements.)

\_\_\_\_\_ Any aboveground storage tanks on the Property that hold 500 gallons or more and have stored petroleum products or other chemicals.

\_\_\_\_\_ If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): \_\_\_\_\_

\_\_\_\_\_

# **\*NEW\* TREC FORMS**

-Seller's Disclosure about Groundwater and Surface Water Rights TREC 61-0

-Seller's Notice to Buyer of Removal of Contingency Under Addendum for "Back-Up" Contract TREC 62-0

# SELLER'S DISCLOSURE ABOUT GROUNDWATER AND SURFACE WATER RIGHTS, TREC 61-0\*mandatory use

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

05-04-2026



## SELLER'S DISCLOSURE ABOUT GROUNDWATER AND SURFACE WATER RIGHTS



THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE ABOUT GROUNDWATER AND SURFACE WATER RIGHTS ON 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 OR SELLER'S AGENTS.

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

**1. Definitions.** For the purposes of this form the following definitions, with notes, apply.

- A. **"Groundwater"** means water percolating below the surface of the earth. Groundwater is usually found in subsurface reservoirs or aquifers and is accessed by Water Wells.  
[Note: Unless severed from the surface estate, Groundwater is owned by the surface landowner who may be able to access the Groundwater by drilling a Water Well in compliance with the law and rules of the applicable Groundwater District, if any.]
- B. **"Groundwater District"** means a local or regional Groundwater Conservation District, Underground Water Conservation District, Subsidence District, or other special district or authority that regulates the drilling or operation of Water Wells.  
[Note: Not all land in Texas is subject to a Groundwater District.]
- C. **"Surface Water"** means water in lakes, rivers, creeks, streams, and in the bays, estuaries, and arms of the Gulf of Mexico.
- D. **"Surface Water Rights"** means a permit, certified filing, or certificate of adjudication administered by the Texas Commission on Environmental Quality (TCEQ) that authorizes the diversion, impoundment, or use of Surface Water.  
[Note: Not all diversions, impoundments, or uses of Surface Water require a Surface Water

- Mandatory form for seller to disclose water rights
- Whether seller is required to provide it is stated in Paragraph 7 of the contracts
- Mandated by the Sunset Advisory Commission

# WATER NOTICE CONTINUED:



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

05-04-2026

## SELLER'S DISCLOSURE ABOUT GROUNDWATER AND SURFACE WATER RIGHTS



THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE ABOUT GROUNDWATER AND SURFACE WATER RIGHTS ON 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 OR SELLER'S AGENTS.

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

**1. Definitions.** For the purposes of this form the following definitions, with notes, apply.

- A. **"Groundwater"** means water percolating below the surface of the earth. Groundwater is usually found in subsurface reservoirs or aquifers and is accessed by Water Wells.  
[Note: Unless severed from the surface estate, Groundwater is owned by the surface landowner who may be able to access the Groundwater by drilling a Water Well in compliance with the law and rules of the applicable Groundwater District, if any.]
- B. **"Groundwater District"** means a local or regional Groundwater Conservation District, Underground Water Conservation District, Subsurface District, or other special district or authority that regulates the drilling or operation of Water Wells.  
[Note: Not all land in Texas is subject to a Groundwater District.]
- C. **"Surface Water"** means water in lakes, rivers, creeks, streams, and in the bays, estuaries, and arms of the Gulf of Mexico.
- D. **"Surface Water Rights"** means a permit, certified filing, or certificate of adjudication administered by the Texas Commission on Environmental Quality (TCEQ) that authorizes the diversion, impoundment, or use of Surface Water.  
[Note: Not all diversions, impoundments, or uses of Surface Water require a Surface Water Right.]
- E. **"Water Well"** means an artificial excavation that is drilled or dug for the purpose of exploring for or producing Groundwater.  
[Note: The drilling and operation of a Water Well may be regulated, restricted, or prohibited in a Groundwater District. Subdividing a property may impact rights related to drilling or operating a Water Well. A Water Well may be owned and operated by individuals, groups, cooperatives, associations, or other entities.]

**2. Information Related to Groundwater and Water Wells.** [Attach additional sheets as necessary.]

- A. Is any portion of the Property located in a Groundwater District?  Yes  No  Unknown  
If yes, identify the district and its website: \_\_\_\_\_
- B. Is Seller aware of one or more Water Wells on the Property?  Yes  No  
If yes:  
 (1) The total number of Water Wells known to Seller is \_\_\_\_\_  
 (2) The number of Water Wells known to Seller that are currently in use is \_\_\_\_\_  
 (3) The number of Water Wells known to Seller that are not currently in use and have been capped, covered, plugged, or abandoned is \_\_\_\_\_  
 (4) Identify any registrations or permits (by number) from a Groundwater District for the Water Wells on the Property: \_\_\_\_\_
- C. If the answer to 2B is yes, complete the following to the extent known.  
 (1) All Water Wells on the Property are owned or operated solely by Seller for the sole benefit of the Property.  
 (2) The following Water Wells: (i) are owned or operated by the person identified; (ii) benefit the identified beneficiary; and (iii) are governed by the identified agreements or understandings (attach additional sheets for each Water Well):  
 Water Well: \_\_\_\_\_  
 Owners/Operators: \_\_\_\_\_  
 Beneficiary: \_\_\_\_\_  
 Agreement or Understanding: \_\_\_\_\_

Seller's Disclosure About Groundwater and Surface Water Rights

05-04-2026  
Page 2 of 2

(Address of Property)

- D. Is Seller aware whether the Property receives water from a Water Well located on another property (not including water from a city, municipal utility district or other special district, water supply corporation, or private water company)?  Yes  No If yes, describe the Water Well and identify any agreements or understandings governing access to the water: \_\_\_\_\_
- E. Is Seller aware whether a Water Well on the Property relies in whole or in part on Groundwater rights owned or leased from land outside the boundaries of the Property?  Yes  No If yes, describe the Groundwater rights owned or leased: \_\_\_\_\_
- F. Is Seller aware whether any of the Groundwater rights to the Property have been severed, sold, or leased in whole or in part with or without the right to drill or operate a Water Well on the Property?  Yes  No If yes, describe the Groundwater rights severed, sold, or leased: \_\_\_\_\_

**3. Information Related to Surface Water.** [Attach additional sheets as necessary.]

- A. Does Seller own any Surface Water Right associated with the Property?  Yes  No  
If yes:  
 (1) Identify the applicable Surface Water Right by its permit, filing, or certification of adjudication number: \_\_\_\_\_  
 (2) If more than one person owns an interest in any Surface Water Right identified in 3A(1), identify each person and their respective ownership interest: \_\_\_\_\_
- B. Is there a pond, lake, or water tank on the Property, whether currently with or without water?  Yes  No

**Notices to Buyer and Seller:**

- (1) Statutes, rules, regulations, and court rulings concerning Groundwater, Water Wells, Groundwater rights, surface water, and Surface Water Rights (collectively, **Water Rights**) are multifaceted and may be complex.
- (2) The Seller may not have complete knowledge or understanding of the Water Rights related to or affecting the Property.
- (3) Water Rights that relate to the Property may be held by others. To determine the extent and application of Water Rights related to Property, consult an attorney who can examine the title to the Property and issues regarding Water Rights.
- (4) Rules and regulations of Groundwater Districts regarding Water Wells differ from district to district and should be reviewed if the Property has an existing or potential future Water Well. Some Groundwater Districts have ad valorem taxing authority and others do not. Consult the local Appraisal District for applicable taxes and tax rates.
- (5) If the parties need or intend to reserve, specifically except, or separately convey Water Rights related to the Property, each party should consult an attorney before signing a binding contract to purchase or sell the Property.

|                 |               |                 |               |
|-----------------|---------------|-----------------|---------------|
| _____<br>Seller | _____<br>Date | _____<br>Seller | _____<br>Date |
| _____<br>Buyer  | _____<br>Date | _____<br>Buyer  | _____<br>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. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 61-0.


TREC No. 61-0



# SELLER'S NOTICE TO BUYER OF REMOVAL OF CONTINGENCY UNDER ADDENDUM FOR "BACK-UP" CONTRACT TREC 62-0<sup>\*voluntary use</sup>

- May be used to notify the buyer that the First Contract is terminated and the "Back-Up" Contract is now in the first position – satisfies the notice required in Paragraph H of the Addendum for "Back-Up" Contract
- The seller should indicate the date the notice of termination of the First Contract is delivered to the buyer, which becomes the amended effective date of the "Back-Up" Contract.
- Delivery of notice should be in accordance with Paragraph 21 of the contract
- Available for voluntary usage
- Similar to TXR 1913, which is being retired

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 05-04-2026

 **SELLER'S NOTICE TO BUYER OF REMOVAL OF CONTINGENCY UNDER ADDENDUM FOR "BACK-UP" CONTRACT**   
CONCERNING THE CONTRACT FOR THE SALE OF THE PROPERTY AT \_\_\_\_\_  
(Street Address and City)

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

In accordance with Paragraph H of the Addendum for "Back-Up" Contract, Seller notifies Buyer that:

- (1) the First Contract is terminated;
- (2) the Back-Up Contract with Buyer is no longer subject to the contingency described in Paragraph G of the Addendum for "Back-Up" Contract; and
- (3) the Amended Effective Date of the Back-Up Contract is \_\_\_\_\_ (insert date when the notice is delivered in accordance with Paragraph 21 of the contract).

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

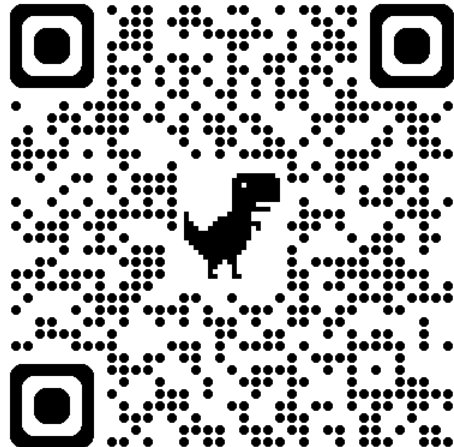
# THANK YOU!

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## Resources:

- Legal Hotline: M-F, 9am-4pm, 512-480-8200

[Legal Updates Page](#)



[Legal FAQs](#)

