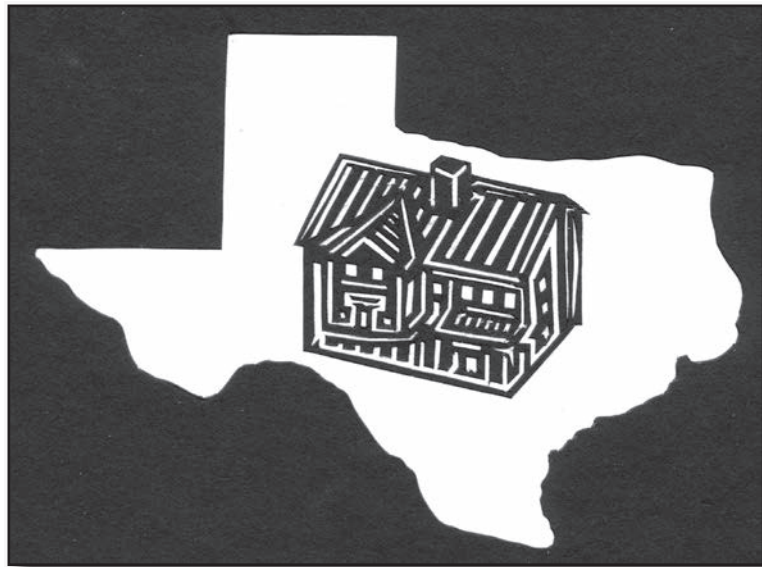


Texas Promulgated Contracts



Walt Huber
Glendale Community College

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Disclaimer: The authors have taken great care to provide accurate and current information. However, this textbook, "Texas Real Estate Contracts," is intended for informational and educational purposes only. The information in the textbook is not intended as a means of providing or replacing personal legal advice or as a legal opinion on any specific subjects, facts or circumstances. The authors urge the reader to consult with a lawyer with respect to any specific legal questions the reader may have.

Special thanks to the TEXAS REAL ESTATE COMMISSION (TREC) and the TEXAS ASSOCIATION OF REALTORS (TAR)® for allowing us to reprint their forms. Endorsement is not implied.

Texas Licensing Requirements are Changing

Note: Effective September 1, 2012, Pre-license education requirements for a salesperson license will change from 210 total hours to 180 core hours. Core hours must consist of Principles of Real Estate (60 classroom hours); Law of Agency (30 classroom hours); Law of Contracts (30 classroom hours); Promulgated Contracts (30 classroom hours); and Real Estate Finance (30 classroom hours). Related course credit may no longer be used to meet education requirements for a salespersons license.

Preface ****Rewrite****

The law of contracts is of utmost importance to all Texas real estate professionals. Brokers and salespersons are, after all, hired to properly complete real estate contracts, so it is imperative to become familiar with these contracts in order to make a living! Contracts also define the relationship between salespersons and brokers, including the percentage of commissions paid to salespersons by brokers. Just as important, contracts play a significant role in the relationship between licensees and property sellers and buyers, which establish what activities are expected by clients and the compensation for those services.

Contracts for the purchase and sale of real estate must be in writing to be enforceable, and, in Texas, real estate contracts are highly regulated. Due to the complexity of real estate transactions and the absolute necessity for licensees to use and properly complete the appropriate (promulgated or approved) contract forms, this text can make the difference between a successful career and license revocation; not to mention exposure to prosecution and lawsuits.

It's obvious that a thorough knowledge of contract law is essential to anyone involved in the purchase or sale of real estate. In order to fulfill your obligations to the Texas Real Estate Commission (TREC) and the expectations of your clients, you owe it to yourself to find the best textbook available on the subject of contracts. This is that book!

Rodrigo (Rod) Rodriguez is a long-time practicing attorney who holds a Doctor of Jurisprudence from the University of Houston Law Center and a BA degree from St. Mary's University in San Antonio. In addition to being a Texas real estate licensee, he is a member of the Texas Real Estate Teacher's Association, where he holds the Certified Real Estate Instructor (CREI) designation.

A former award-winning journalist and distinguished public speaker, Rodriguez served on the front lines during the *Savings and Loan Crisis* of the 1990s. As a result of his work with the FDIC, he is considered a subject matter expert on the topic of bank resolutions by the World Bank in Washington, DC.

A special thanks for the valuable assistance given by the people who helped design and produce this book: Philip Dockter, art director; Melinda Winters and Troy Stacey, cover design; Colleen Taber, executive editor; Linda Serra and Andrea Adkins, editors, and Rick Lee, prepress editor and layout.



Texas Promulgated Contract Forms and Addenda

(Forms used in this book are in blue. To see form, click on form number)

TREC Form Number	Description
CIF 1-1	Consumer Information Form
9-10	Unimproved Property Contract
10-6	Addendum for Sale of Other Property by Buyer
11-7	Addendum for Back-Up Contract
12-3	Addendum for Release of Liability on Assumed Loan and/or Restoration of Seller's VA Entitlement
15-5	Seller's Temporary Residential Lease
16-5	Buyer's Temporary Residential Lease
20-11	One to Four Family Residential Contract (Resale)
23-12	New Home Contract (Incomplete Construction)
24-12	New Home Contract (Completed Construction)
25-9	Farm and Ranch Contract
26-6	Seller Financing Addendum
28-2	Environmental Assessment, Threatened or Endangered Species, and Wetlands addendum
30-10	Residential Condominium Contract (Resale)
32-3	Condominium Resale Certificate
33-2	Addendum for Coastal Area Property
34-4	Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
36-7	Addendum for Property Subject to Mandatory Membership in an Owners' Association
37-4	Subdivision Information, Including Resale Certificate for Property Subject to Membership in a Property Owner's Association
38-4	Notice of Buyer's Termination of Contract
39-7	Amendment to Contract
40-5	Third Party Financing Addendum for Credit Approval
41-2	Loan Assumption Addendum
44-1	Addendum for Reservation of Oil, Gas, and Other Minerals
45-1	Short Sale Addendum
OP-C	Notice to Prospective Buyer
OP-H	Seller's Disclosure of Property Condition
OP-I	Texas Real Estate Consumer Notice Concerning Hazards or Deficiencies
OP-K	Information About Brokerage Services
OP-L	Addendum for Seller's Disclosure of Information on Lead-Based Paint
OP-M	Non-Realty Items Addendum
RSC 1	Disclosure of Relationship with Residential Service Company

PLEASE NOTE: Forms are constantly changing. Please click below for updates:
[Texas Real Estate Commission - Forms, Addendas, Notices](#)

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