



Section 4: Working with Sellers

Working with Sellers

1. Focus On Listings

Focusing on listings has major benefits:

1. **Listings provide more exposure:** advertising your listing gets your name out there in a big way.
2. **Listings bring buyers:** even if the buyer does not choose this property, they may be interested in your other properties.
3. **Listings are time leveraged:** on average, you can close 2–3 seller listings to 1 buyer listing.

It's time for your lead generation efforts to pay off, time to win the listing agreement. You have two tools: an informative pre-listing packet (MLS Quick CMA) and a high-impact listing presentation. Together, they help you achieve the following:

- Prequalify the sellers to understand motivation.
- Position yourself as an expert.
- Win the listing.
- Allow you to price the home to sell for the most amount of money in the shortest time frame.
- Properly set seller expectations, allowing you to create a great customer experience.

2. Prequalifying the Seller

When calling to schedule a listing appointment with the seller, you should confirm important details. Including their desire to sell. You can prepare for the listing by prequalifying the seller appointment and provides insight into the seller's mindset. It also allows you to avoid wasting your time on people who aren't serious about selling their home.

The pre qualifying process is a conversation with the goal to get to know the seller better.

Below is a script and questions to ask the seller:

Do you have about 5 minutes so I can ask you some very important questions before I come out to meet you?

- How did you hear about me? I want to make sure that I thank all my clients and friends that refer people to me.

- Where are you moving?

- What is the reason behind your move?

- If I sell your house in the next 30 days, will that be a problem for you? If yes what would the problem be? One of the most common issues with sellers in a seller market is that they are concerned about "Where am I going next? Will I find a home for myself in time?"

It is extremely important to layout to the seller the options that they have, such as a lease back, that means that after the closing the seller will stay in the house as a tenant (per diem amount is determined on the note of the buyer, now landlord). The leaseback is only valid for 90 days. AirB&B, VRBO, or short term apartments are another option. Sometimes it is possible that sellers might need to rent another house for a year while they either build or find what they really want.

- What would happen if your home didn't sell?

- How much would you list your home for?

- How much do you owe on the property?

- I will be sending you a packet of information. Will you take a few minutes to review it before we meet?

- Will all decision-makers be there when we meet?

Preparing for a Listing

Q: What do I do when I receive a call to talk to someone about listing their home?

A: It is recommended you set up two appointments- one to go preview the home and do the formal listing presentation. And a second appointment to see other homes for sale in the neighborhood and get familiar with the competition.

Before the initial meeting or even on the initial call, talk to the seller and complete the [listing/seller lead sheet questionnaire](#).

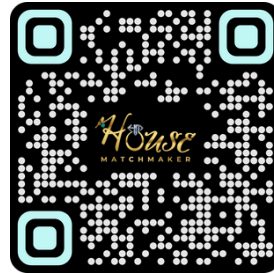
Q: What do I do to prepare for, and take with me, on the initial visit?

A: Prepare the [pre-listing packet](#) from Matrix and take it with you to leave with the seller. Print a blank seller's disclosure and take it with you to give to the seller as homework. Print the tax records for the home. Print the [Home Tour sheet](#) to take with you on the first meeting. Set up appointments to preview the other homes for sale in that neighborhood and invite the seller to go with you. Print the [MLS Input Sheet](#) for the type of property to take with you.

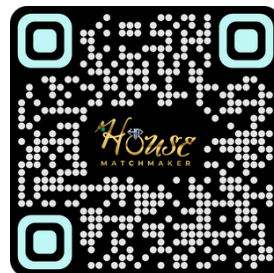
Q: What do I do on the initial visit?

A: Tour the home with the seller and use the Home Tour form to take an inventory of the features and condition of the home. Give seller pre-listing packet and ask them to read it. Give seller copy of seller's disclosure and ask them to complete it before the second meeting. Verify tax records are accurate. Ask seller for current mortgage payoff amount and give them MLS input sheet and ask them to complete prior to listing appointment. Confirm day and time for listing appointment and confirm everyone will attend. Preview the competition.

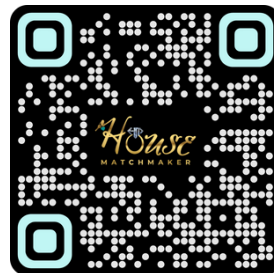
Scan these QR codes below to redirect to the forms:



1
Listing/Seller
Questionnaire
& Lead Form



2
Home Tour
Sheet



3
MLS Input
Sheet

Preparing for a Listing

Q: What do I do to prepare for the formal listing presentation?

A: Run your Competitive Market Analysis on HAR. Print it as well as the full agent reports with photos for all homes on your CMA. Get the statistics you will need for listing presentation from HAR. Bind your CMA and Listing Presentation using materials provided by our office. Practice your listing presentation several times. Prepare all the forms you will need to take the listing using dot loop, download and print them to take with you. Call seller one last time to confirm appointment. Prepare the seller's net sheet.

Q: What do I do in the listing presentation meeting?

A: Arrive 5-10 minutes early and knock on door at agreed upon time. Ask to sit your materials at the dining room or breakfast room table. Thank sellers for working with you and ask them if they have any questions on material dropped off on first visit. Cover your listing presentation and CMA following the scripted version. Get agreement on price and get seller to hire you. Have seller sign all forms you prepared and explain them to seller. Collect copy of key and complete the **SHOWING SMART INSTRUCTIONS FORM**

Collect sellers disclosure and MLSinput sheet. Confirm listing start date and tell seller when sign will be in the yard and supra box will be on the door.

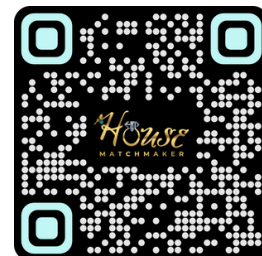
Q: What do I do next after getting the listing signed?

A: Print the **Residential Listing Checklist** off our Facebook Group Page and follow the plan. Put sign in yard, Supra with key in it on door, order pictures, stage home if needed, measure rooms, and add your new listing to HAR and Showing Smart. The Residential Listing Checklist (TXR 1415) is a tool you can use as a guide when taking a listing. This two-page document includes dozens of actions you may need to complete, like getting applicable forms signed, obtaining information from the seller, and delivering information to the seller. The form makes it easy to check off items you have completed—or mark them as not applicable—and write additional notes about each step. The Residential Listing Checklist also serves as a record of completion of those matters.

Scan these QR codes below to redirect to the forms:



1 ShowingSmart Instructions Form



2 Residential Listing Checklist



Closing Packet Introduction Letter for Sellers

[Today's date]

[Client's name and address]

Dear Client:

Congratulations! Your home is under contract! It requires a team effort to get to closing, so I have enclosed an overview of what to expect between now and then. It is very important, so please review it carefully.

Important Dates to Remember:

Effective Date Closing Date _____ Buyers' final walkthrough, the week of: _____

Opening Title on: _____ Inspection negotiations deadline: _____

Inspection Date will be on: _____ The buyer will provide a ____-day lease back

Reaching a successful closing requires paying attention to an incredible number of details. I will work closely with you now to make sure all details are handled.

As always, my goal is to have a smooth closing process and to relieve you of any unnecessary stress. Please feel free to contact me with any questions.

Sincerely,

[Your name]

House Matchmaker Group

[Your phone number]

[Your email address]



Listing Agent Contract-to-Close Checklist

TASK	WHEN	DATE
Open Title	As soon as the contract is signed	
Submit contract and earnest money to title/escrow company. (If not completed by buyer agents) and obtain receipt.	Date specified in contract	
Deliver earnest money to title or escrow company or seller (depending on state)	Given to you by buyer agent at execution to contract	
Coordinate Inspections	Buyer agent will most likely schedule inspections, but you must maintain regular contact with them to ensure timings work for your seller.	
Receive written confirmation on loan approval. Call the lender	As soon as possible	
Negotiate repairs and treatments	After inspections, use an amendment to request repairs and treatments. If there is a contingency period, this should be done before the dates in the contract.	
Schedule survey (if necessary)	Within deadlines of contract	
Ensure appraisal has been scheduled	Within 10 days of Loan application	
Coordinate move-in dates.	Work with buyer agent to coordinate date	
Schedule closing appointments, if necessary	The week of closing	
Final walk-through with the buyer	After repairs and treatments are complete, before closing	
Have the client review HUD-I Settlement Statement with escrow / closing agent to ensure accuracy of debits/credits	Day before or day of closing (before you go to closing)	
Go to closing (if required in your state)	Closing date	
Receive your payment (delivered from title/escrow company)	After closing and funding	

8 Step Selling Process

1. Understanding current market conditions

2. Assessing the value of your home

3. Setting the right price

4. Calculating your bottom line

5. Preparing your home for sale

6. Advertising and marketing your home

7. Going from contract to close

8. Getting you settled in your new home



Client Name

The Home-Selling Process: Marketing Your Property

My 14 Marketing Plan

Designed to capture the maximum exposure for your home in the shortest period of time, I'll implement my proven 14-step marketing plan.

We will:

- Price your home strategically so you're competitive with the current market and price trends.
- Stage your home to cast a positive light on the features most important to buyers: uncluttered rooms and closets, fresh paint and terrific curb appeal.
- Place "for sale" signage, complete with property fliers easily accessible to drive-by prospects.
- Distribute "just listed" notices to neighbors, encouraging them to tell family and friends about your home.
- Optimize your home's Internet presence by posting information in House Matchmaker Group, as well as local and global MLS systems including plenty of photographs and a description of your property.
- Produce a 360 degree virtual tour of your home, placing it on multiple Websites to attract both local and out-of-town buyers.
- Create a home book, comment cards and fliers to place inside your property.
- Target my marketing to active real estate agents who specialize in selling homes in your neighborhood.
- Include your home in our company and MLS tours, allowing other agents to see your home for themselves.
- Advertise your home in my real estate magazine and neighborhood newsletter, as well as direct-mail campaigns, email campaigns and social media.
- Create an open house schedule to promote your property to prospective buyers and market those open houses.
- Target active buyers and investors in my database who are looking for homes in your price range and area.
- Provide you with weekly updates detailing my marketing efforts, including comments from the prospective buyers and agents who have visited your home.

Client Name

It's All About You

My real estate business has been built around one guiding principle: It's all about you.

Your needs

Your dreams

Your concerns

Your questions

Your finances

Your time

Your life

My focus is on your complete satisfaction. In fact, I work to get the job done so well, you will want to tell your friends and associates about it. Maybe that's why more than 50 percent of my business comes from repeat customers and referrals.

Good service speaks for itself. I'm looking forward to the opportunity to earn your referrals too!

Luis & Alma Flores

yourhousematchmaker1@gmail.com
housematchmaker27@gmail.com

House Matchmaker Group

1333 West Loop South #880 77027
(713) 517-5806 / (832) 352-6437

Client Name

What I Deliver

Communication

Your needs always come first. I provide the service we agree to, in the ways that work for you, whether once a week, once a day, by phone, email or text message. That's how we'll do it.

You'll always be kept in the loop. From listing to closing, you'll know the status of our marketing efforts, the offers on the table and the steps leading to a successful closing once an offer is accepted. We'll agree on the communication method that works best for you.

Experience and Expertise

The complexities of your real estate transaction will be well-handled. Smoothing the way for your listing and sale, I will capably remove many potential challenges before they have the opportunity to appear.

Marketing

Your home will get the exposure it deserves. My marketing systems maximize your property's exposure to buyers. Neighborhood tracking tools and automated buyer calling systems allow me to reach active buyers who want to know about your listing.

Pricing

Your home will be priced right, adjusted as needed, and will sell quickly. With a keen understanding of both the big picture and the very latest local and neighborhood listing and sales data, the information you need is at my fingertips.

Staging

Your home will put its best foot forward. Homes sell because of correct pricing and great presentation. I know what it takes to make the terrific first impression that will get your home sold.

Satisfaction

I'll guarantee your satisfaction. Our relationship is dependent on meeting and exceeding your needs. We identify those needs together, and my cancellation guarantee protects your right to end our relationship if you're disappointed.

Luis & Alma Flores

yourhousematchmaker1@gmail.com
housematchmaker27@gmail.com

House Matchmaker Group

1333 West Loop South #880 77027
(713) 517-5806 / (832) 352-6437

Client Name

The Home-Selling Process: Getting Ready to List

It can feel like the details are endless when you're selling a property. It is my job to streamline the process for you, ensuring everything is completed as quickly and efficiently as possible. Here's an overview of the steps we'll be taking along the way.

Communication makes all the difference.

You'll always know what's going on behind the scenes while your property is listed. I will solicit feedback from each consumer and agent who views your property, passing their comments on to you.

We will work together to formulate a price adjustment strategy that sees us through your listing period. You'll receive regular progress reports, delivered as frequently as you request. Whether you prefer a phone call or an email, that's what you'll get.

Prepare your home for a successful sale.

More and more sellers today are seeing the value of investing in a pre-inspection on the property they are preparing to list. Whether or not you are confident in the condition of the home, an inspection can either give us professional, third-party validation or reveal issues you should attend to before listing your property - issues a buyer inspection could surface later, making them part of the final price negotiation.

We will evaluate the current state of your property and arrange home staging. Any repairs or improvements needed to maximize your home's value and appeal will be identified and scheduled.

When everything's in place, we'll put a lockbox on your property.

Client Name

The Home-Selling Process: Getting Ready to List

Let's begin with this direct statement:

I am not the one who decides how much your home is worth. The market does.

It tells us exactly where to price your property to sell and how to approach the marketing of it. Here are the factors that will affect the value in today's market:

Price

Pricing your home properly from the start is the deciding factor on how long it will take to sell it.

Location

Location is the single most important factor in determining the value of your property.

Condition

The condition of the property affects the price and the speed of the sale. As prospective buyers often make purchases based on emotion, first impressions are important. I'll be able to help in optimizing the physical appearance of your home to maximize the buyer's perception of value.

Competition

Prospective buyers are going to compare your property - both the condition and the price - to other listings in and around your neighborhood. Those buyers will determine value based on properties that are listed or have recently sold in the area.

Timing

Property values are affected by the current real estate market. Because we can't manipulate the market, we'll collaborate on a pricing and marketing strategy that will take advantage of the first 30 days your property is listed. It's the window of opportunity when buyers and their agents discover your property and are most likely to visit and make offers.

Client Name

The Home-Selling Process: Closing and Beyond

Coordinating Your Sale to a Successful Closing

All potential buyers will be pre-qualified so valuable time isn't wasted.

Each offer will be presented and discussed with you.

I will negotiate the details of your transaction with the other agent.

Closing will be prepared, coordinated and finalized for you.

Beyond the Sale

Do you need an agent to assist you in your relocation?

Need a recommendation for a moving company?

Would a moving checklist help?

I'm happy to refer you to great providers of other real estate-related services.

I'm here to make the sale of your home as smooth and stress-free as possible.



**SCAN TO
DOWNLOAD
OUR SCRIPT!**



**SCAN TO
DOWNLOAD
OUR LISTING
PRESENTATION!**



Finding Docs on Dotloop



Choose documents to add. ✕

SEARCH



SAMPLE TENANT DOCS SELECT ALL HIDE ALL DETAILS

- BROKERAGE MISC DOCS**
 - WIRE TRANSFER AUTHORIZATION FOR ... OPTIONAL
Updated June 11, 2022 Provided by Alma Flores
 - INDEPENDENT CONTRACTOR AGREEME...OPTIONAL
Updated June 11, 2022 Provided by Alma Flores
 - Addendum to Independent Contractor ... OPTIONAL
Updated June 11, 2022 Provided by Alma Flores
- TREC INTERACTIVE FORMS**
- TEXAS REALTORS INTERACTI...**
- WORKSHEETS**
- INTERACTIVE DOCS**
- HOUSTON ASSOCIATION OF ...**

COPY

	REQUIRED* SELLER / LISTING DOCUMENTS(at the time of representation)
TXR	<input type="checkbox"/> Residential Real Estate Listing Agreement Exclusive Right to Sell (TXR 1101)
TAR	<input type="checkbox"/> Information About Brokerage Services (TAR 2501)
TAR	<input type="checkbox"/> Wire Fraud Notice or TXR 2517
TXR	<input type="checkbox"/> General Information and Notice to a Sellers (TXR 1506)
TXR	<input type="checkbox"/> Seller's Disclosure Notice (TXR 1406) (PRE-FILLED AND UPLOADED TO MLS)
TAR	<input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association(TAR1922) IFAPPLICABLE
	<input type="checkbox"/> (PRE-FILLED AND UPLOADED TO MLS) Notice to a Purchaser of Real Property in a Water District (MUD/LID Disclosure HAR 400)
TXR	<input type="checkbox"/> (PRE-FILLED AND UPLOADED TO MLS IF APPLICABLE) Lead Based Paint Disclosure Signed (TXR 1906) Insert Buyer(s) Initial(s) & Signature(s) (IFAPPLICABLE).

REQUIRED* UNDER CONTRACT	
TXR	<input type="checkbox"/> Executed Contract (TXR 1601,1603,1604,1605,1607,1608,1609,1701 or Builder Contract)
TXR	<input type="checkbox"/> Third Party Financing Addendum Signed (TXR 1901) (Only for Buyers with Financing)
	<input type="checkbox"/> Buyer Pre-approval Letter for Financing / OR Proof of Funds for CASH BUYERS
TXR	<input type="checkbox"/> Seller's Disclosure Notice Signed (TXR 1406)
TXR	<input type="checkbox"/> Seller or Buyer Temporary Lease Signed (TXR 1910 or 1911) (IF APPLICABLE)
TAR	<input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association (TAR 1922)
TAR	<input type="checkbox"/> Information about Special Flood Hazards Areas (TAR 1414)
TXR	<input type="checkbox"/> Buyer's Walk Through & Acceptance Form (TXR 1925)

*ADDITIONAL REQUIRED WHEN APPLICABLE SELLER DOCS	
TXR	<input type="checkbox"/> Addendum for Lead Based Paint Disclosure Signed (TXR 1906)
	<input type="checkbox"/> Survey
	<input type="checkbox"/> HAREI-Hou.Assoc.of.RELE.Inspectors List (Insert Buyer(s) Signatures)
TXR	<input type="checkbox"/> Notarized T-47 Residential Real Property Affidavit (TXR 1907)
TXR	<input type="checkbox"/> Intermediary Relationship Notice Signed (TXR 1409)
TXR	<input type="checkbox"/> Information about on-site sewer Facility Signed (TXR 1407)
	<input type="checkbox"/> Signed Settlement Statement (Title Company)
	<input type="checkbox"/> Communication Log
TAR	<input type="checkbox"/> Amendment to Contract (TAR 1903)
TAR	<input type="checkbox"/> Notice to a Purchaser of Real Property in a Water District (HAR 400)
TAR	<input type="checkbox"/> Lead-Based Paint Pamphlet (TAR 2511)
TAR	<input type="checkbox"/> Addendum for Sale of Other Property by Buyer (TAR 1908)
	<input type="checkbox"/> Information About On-Site Sewer Facility (TAR 1407)

	*ADDITIONAL REQUIRED WHEN APPLICABLE SELLER DOCS
TA	<input type="checkbox"/> Non-Realty Items Addendum (TAR 1924)
R	<input type="checkbox"/> Addendum for "Back-Up" Contract (TAR 1909)
TA	<input type="checkbox"/> Amendment to Listing (TAR 1404)
R TXR TA	<input type="checkbox"/> Residential Condominium Contract (Resale) (TXR 1605)

R



RESIDENTIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 20222

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

Seller: Sally Seller
Address: 4892 Westheimer Rd
City, State, Zip: Houston, TX 77027
Phone: 832-352-6437
Email/Fax: sally@gmail.com Email/Fax: _____

Broker: House Matchmaker Group, LLC
Address: 1333 West Loop South Suite 880
City, State, Zip: Houston, TX 77027
Phone: 8323526437
Email/Fax: jacob@gmail.com Email/Fax: _____

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

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

A. Land: Lot23, Block4,
LINDALE PARK SEC 1 Addition, City of Houston,
in Harris County, Texas known as _____,
1234 Yale St 77027 (address/zip code),
or as described on attached exhibit. (If Property is a condominium, attach Condominium Addendum.)

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

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

D. Exclusions: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: _____
CHANDELIER AT ENTRANCE & WASHER AND DRYER

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

3. **LISTING PRICE:** Seller instructs Broker to market the Property at the following price: \$449,000 (Listing Price). Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of residential real estate in Texas (seller's typical closing costs are those set forth in the residential contract forms promulgated by the Texas Real Estate Commission).

4. **TERM:**

A. This Listing begins on 07/05/2025 and ends at 11:59 p.m. on 12/31/2026.

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

5. **BROKER COMPENSATION:**

A. When earned and payable, Seller will pay Broker:

- (1) 6.0 % of the sales price.
- (2) _____.

B. Earned: Broker's compensation is earned when any one of the following occurs during this Listing:

- (1) Seller sells, exchanges, options, agrees to sell, agrees to exchange, or agrees to option the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy the Property at the Listing Price or at any other price acceptable to Seller; or
- (3) Seller breaches this Listing.

C. Payable: Once earned, Broker's compensation is payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- (2) Seller's refusal to sell the Property after Broker's compensation has been earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

Broker's compensation is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

D. Other Compensation:

(1) Breach by Buyer Under a Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement, or otherwise from a buyer who breaches a contract for the sale of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Compensation stated in Paragraph 5A. Any amount paid under this Paragraph 5D(1) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

- (2) **Service Providers:** If Broker refers Seller or a prospective buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(2) is in addition to any other compensation Broker may receive under this Listing.
- (3) **Other Fees and/or Reimbursable Expenses:** Ariel photography and sunset dusk photos fo \$450 as well as interior staging of the home at \$3,500

E. **Protection Period:**

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for 60 days. "Sell" means any transfer of any fee simple interest in the Property whether by oral or written agreement or option.
- (2) Not later than 10 days after this Listing ends, Broker may send Seller written notice specifying the names of persons whose attention was called to the Property during this Listing. If Seller agrees to sell the Property during the protection period to a person named in the notice or to a relative of a person named in the notice, Seller will pay Broker, upon the closing of the sale, the amount Broker would have been entitled to receive if this Listing were still in effect.
- (3) This Paragraph 5E survives termination of this Listing. This Paragraph 5E will not apply if:
 - (a) Seller agrees to sell the Property during the protection period;
 - (b) the Property is exclusively listed with another broker who is a member of Texas REALTORS® at the time the sale is negotiated; and
 - (c) Seller is obligated to pay the other broker a fee for the sale.

F. **County:** All amounts payable to Broker are to be paid in cash in Harris County, Texas.

G. **Escrow Authorization:** Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

6. **LISTING SERVICES:**

Notice Regarding Public Marketing: If the Property is publicly marketed, MLS rules require that Broker file this Listing with the Multiple Listing Services (MLS) within one (1) business day. Public marketing includes, but is not limited to, fliers displayed in the windows, yard signs, digital marketing on public-facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and other applications available to the general public.

- A. **Filing:** Seller instructs Broker as follows: *(Check 1 or 2 only.)*
 - (1) Broker will file this Listing with one or more Multiple Listing Services (MLS) according to the following: *(Check only one box.)*
 - (a) Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Seller authorizes Broker to submit information about this Listing and the sale of the Property to the MLS.
 - (b) Seller instructs Broker not to file this Listing with one or more Multiple Listing Services (MLS) until _____ days after the date this Listing begins for the following purpose(s): _____
- (NOTE: Do not check if prohibited by Multiple Listing Service(s).)

Notice Regarding MLS Rules: MLS rules require Broker to accurately and timely submit all information the MLS requires including final closing of sales and sales prices. MLS rules may require that the information be submitted to the MLS throughout the time the Listing is in effect. Subscribers to the MLS and appraisal districts may use the information for market evaluation or appraisal purposes. Subscribers are other brokers, agents, and real estate professionals such as appraisers. Any information filed with the MLS becomes the property of the MLS for all purposes. **Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.**

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

Seller acknowledges and understands that if this option is checked: (1) the Property will not be publicly marketed; (2) the Property will not be included in the MLS database available to real estate agents and brokers from other real estate offices who subscribe to and participate in the MLS, and their buyer clients may not be aware that the Property is offered for sale; (3) the Property will not be included in the MLS's download to various real estate Internet sites that are used by the public to search for property listings; and (4) real estate agents, brokers, and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property. Seller further acknowledges and understands that if this option is checked, and the Property is publicly marketed by anyone, including Seller, MLS rules require that Broker file this Listing with the MLS within one (1) business day.

- B. **Listing Content:** If Broker files this Listing under Paragraph 6A, the parties agree to the following:

(1) **Definitions:**

- (a) "Listing Content" means all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property.
- (b) "Seller Listing Content" means Listing Content provided by Seller to Broker or Broker's associates.
- (c) "Broker Listing Content" means Listing Content that is otherwise obtained or produced by Broker or Broker's associates in connection with this Listing.

- (2) Seller grants Broker a non-exclusive, irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content, including any derivative works of the Seller Listing Content. This Paragraph 6B(2) survives termination of this Listing.

- (3) All Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.

- (4) Seller understands and agrees that both the Seller Listing Content and Broker Listing Content, including any changes to such content, may be filed with the MLS, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced.

7. ACCESS TO THE PROPERTY:

- A. **Authorizing Access:** Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and sale of the Property, Seller instructs Broker to:

- (1) access the Property at reasonable times;

- (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times; and
- (3) duplicate keys to facilitate convenient and efficient showings of the Property.

B. Scheduling Companies: Broker may engage the following companies to schedule appointments and to authorize others to access the Property: Showing Smart 713-930-0427.

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

- (1) Broker is is not authorized to place a keybox on the Property.
- (2) If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a written statement (for example, TXR No. 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.

D. Liability and Indemnification: When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Seller or any other person. Seller assumes all risk of any loss, damage, or injury. **Except for a loss caused by Broker, Seller will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.**

8. **COOPERATION WITH OTHER BROKERS**: Broker will allow other brokers to show the Property to prospective buyers. Broker will offer to pay the other broker a fee as described below if the other broker procures a buyer that purchases the Property.

A. MLS Participants: If the other broker is a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:

- (1) if the other broker represents the buyer: 3.0 % of the sales price or \$n/a; and
- (2) if the other broker is a subagent: 0.0 % of the sales price or \$n/a.

B. Non-MLS Brokers: If the other broker is not a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:

- (1) if the other broker represents the buyer: 3.0 % of the sales price or \$n/a; and
- (2) if the other broker is a subagent: 0.0 % of the sales price or \$n/a.

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

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

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

- (2) If a prospective buyer who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective buyer; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
- (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

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

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- may not disclose to the prospective buyer that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- may not disclose to Seller that the prospective buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer;
- may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- may not treat a party to the transaction dishonestly; and
- may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any confidential information regarding any other person Broker represents or previously represented except as required by law.

11. BROKER'S AUTHORITY:

- A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.
- B. If box 6A(1) is checked, Broker is authorized to display this Listing on the Internet without limitation unless one of the following is checked:
 - (1) Seller does not want this Listing to be displayed on the Internet.
 - (2) Seller does not want the address of the Property to be displayed on the Internet.

Notice: Seller understands and acknowledges that, if box 11B(1) is checked, consumers who conduct searches for listings on the Internet will not see information about this Listing in response to their search.

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

<input checked="" type="checkbox"/> (1) Conventional	<input type="checkbox"/> (5) Texas Veterans Land Program
<input checked="" type="checkbox"/> (2) VA	<input type="checkbox"/> (6) Owner Financing
<input checked="" type="checkbox"/> (3) FHA	<input type="checkbox"/> (7) Other
<input checked="" type="checkbox"/> (4) Cash	

D. In accordance with applicable MLS rules as outlined in Paragraph 6, Broker may:

- (1) advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
- (2) place a "For Sale" sign on the Property and remove all other signs offering the Property for sale or lease;
- (3) furnish comparative marketing and sales information about other properties to prospective buyers;
- (4) disseminate information about the Property to other brokers and to prospective buyers, including applicable disclosures or notices that Seller is required to make under law or a contract;
- (5) obtain information from any holder of a note secured by a lien on the Property;
- (6) accept and deposit earnest money in trust in accordance with a contract for the sale of the Property;
- (7) disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals;
- (8) in response to inquiries from prospective buyers and other brokers, disclose whether the Seller is considering more than one offer (Broker will not disclose the terms of any competing offer unless specifically instructed by Seller);
- (9) advertise, during or after this Listing ends, that Broker "sold" the Property; and
- (10) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information).

E. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.

12. SELLER'S REPRESENTATIONS: Except as provided by Paragraph 15, Seller represents that:

- A. Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- B. Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- E. Seller is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association fees, and taxes, except TBD;
- F. Seller is not aware of any liens or other encumbrances against the Property, except TBD;
- G. the Property is not subject to the jurisdiction of any court;
- H. all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge;
- I. the name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is: TBD;
- J. the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity; and
- K. Seller is aware of the Property being located in the following public improvement district (PID), municipal utility district (MUD), or other statutorily created districts providing water, sewer, drainage, or flood control facilities and services (list all that Seller is aware of): TBD

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing, marketing, and sale of the Property;
- B. not rent or lease the Property during this Listing without Broker's prior written approval;
- C. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- D. not enter into a listing agreement with another broker for the sale, exchange, lease, or management of the Property to become effective during this Listing without Broker's prior written approval;
- E. if box 6A(2) is checked, promptly inform Broker in the event Seller becomes aware that the Property has been publicly marketed;
- F. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;
- G. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
- H. complete any disclosures or notices required by law or a contract to sell the Property; and
- I. amend any applicable notices and disclosures if any material change occurs during this Listing.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:**
 - (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
 - (2) other brokers or their associates who may have information about the Property on their websites;
 - (3) acts of third parties (for example, vandalism or theft);
 - (4) freezing water pipes;
 - (5) a dangerous condition on the Property;
 - (6) the Property's non-compliance with any law or ordinance; or
 - (7) Seller, negligently or otherwise.
- C. **Seller agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:**
 - (1) are caused by Seller, negligently or otherwise;
 - (2) arise from Seller's failure to disclose any material or relevant information about the Property; or
 - (3) are caused by Seller giving incorrect information to any person.

15. SPECIAL PROVISIONS:

The seller and the listing agent are related.

16. DEFAULT: If Seller does not cooperate with Broker to facilitate the showing, marketing, or sale of the Property or otherwise breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 5A and any other compensation Broker is entitled to

(TXR-1101) 07-08-22 Initialed for Identification by Broker/Associate  d Seller   Page 8 of 11

receive under this Listing; Broker may also terminate this Listing and exercise any other remedy at law. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing compensation. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

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

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

20. AGREEMENT OF PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligation to pay Broker earned compensation is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assignees.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.

G. **Notices:** Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. **Broker's compensation or the sharing of compensation between brokers is not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.**
- B. **In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).**
- C. **Broker advises Seller to contact any mortgage lender or other lien holder to obtain information regarding payoff amounts for any existing mortgages or liens on the Property.**
- D. **Broker advises Seller to review the information Broker submits to an MLS or other listing service.**
- E. **Broker advises Seller to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.**
- F. **Broker advises Seller to consult an attorney before using any type of surveillance device in the Property to record or otherwise monitor prospective buyers without their knowledge or consent. Seller should be aware that a prospective buyer might photograph or otherwise record the Property without Seller's knowledge or consent.**
- G. **Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Seller.**
- H. **If the Property was built before 1978, Federal law requires the Seller to: (1) provide the buyer with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; (3) deliver all records and reports to the buyer related to such paint or hazards; and (4) provide the buyer a period up to 10 days to have the Property inspected for such paint or hazards.**
- I. **If Seller is a "foreign person" as defined by federal law, a buyer may be required to withhold certain amounts from the sales proceeds and deliver the same to the Internal Revenue Service to comply with applicable tax law. A "foreign person" is a: (1) nonresident alien individual; (2) foreign corporation that has not made an election under section 897(i) of the Internal Revenue Code to be treated as a domestic corporation; or (3) foreign partnership, trust, or estate. The definition does not include a resident alien individual. Seller notifies Broker that Seller is is not a "foreign person" as defined by federal law. If Seller is unsure whether Seller qualifies as a "foreign person" under federal law, Broker advises Seller to consult a tax professional or an attorney.**
- J. **Broker advises Seller to refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication to reduce risk of wire fraud.**
- K. **Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.**

Residential Listing concerning 1234 Yale St, Houston, TX 77027

House Matchmaker Group LLC 9012384
Broker's Printed Name License No.

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

Jacob Williams
Broker's Associate's Printed Name, if applicable

Sally Seller
Seller's Printed Name

Sally Seller dotloop verified
07/05/23 10:03 AM
CDT
TX0jzZ0-PDJW-PLKS

Seller's Signature Date

Seller's Printed Name

Seller's Signature Date



SELLER'S DISCLOSURE NOTICE

©Texas Association of REALTORS®, Inc. 2022

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.**

CONCERNING THE PROPERTY AT 1234 Yale St, Houston, TX 77027

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

Seller is is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? _____ (approximate date) or never occupied the Property

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

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U	Item	Y	N	U	Item	Y	N	U
Cable TV Wiring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Liquid Propane Gas:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Det.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-LP Community (Captive)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rain Gutters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-LP on Property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range/Stove	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hot Tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Roof/Attic Vents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercom System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sauna	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke Detector	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Escape Ladder(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Outdoor Grill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke Detector – Hearing Impaired	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exhaust Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Patio/Decking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Spa	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fences	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Detection Equip.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV Antenna	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
French Drain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Washer/Dryer Hookup	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool Maint. Accessories	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Natural Gas Lines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool Heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Public Sewer System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Item	Y	N	U	Additional Information
Central A/C	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Evaporative Coolers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of units: _____
Wall/Window AC Units	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of units: _____
Attic Fan(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	if yes, describe: _____
Central Heat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Other Heat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	if yes describe: _____
Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of ovens: _____ <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____
Fireplace & Chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other: _____
Carport	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of units: _____ number of remotes: _____
Satellite Dish & Controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Solar Panels	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Water Heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____ number of units: _____
Water Softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Other Leased Item(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	if yes, describe: _____

(TXR-1406) 07-08-22

Initialed by: Buyer: and Seller:

Page 1 of 6

Underground Lawn Sprinkler automatic manual areas covered: _____

Septic / On-Site Sewer Facility if yes, attach Information About On-Site Sewer Facility (TXR-1407)

Water supply provided by: city well MUD co-op unknown other: _____

Was the Property built before 1978? yes no unknown
 (If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: _____ Age: _____ (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? yes no unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? yes no If yes, describe (attach additional sheets if necessary): _____

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

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

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

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

Condition	Y	N	Condition	Y	N
Aluminum Wiring	<input type="checkbox"/>	<input type="checkbox"/>	Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>
Asbestos Components	<input type="checkbox"/>	<input type="checkbox"/>	Settling	<input type="checkbox"/>	<input type="checkbox"/>
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Soil Movement	<input type="checkbox"/>	<input type="checkbox"/>
Endangered Species/Habitat on Property	<input type="checkbox"/>	<input type="checkbox"/>	Subsurface Structure or Pits	<input type="checkbox"/>	<input type="checkbox"/>
Fault Lines	<input type="checkbox"/>	<input type="checkbox"/>	Underground Storage Tanks	<input type="checkbox"/>	<input type="checkbox"/>
Hazardous or Toxic Waste	<input type="checkbox"/>	<input type="checkbox"/>	Unplatted Easements	<input type="checkbox"/>	<input type="checkbox"/>
Improper Drainage	<input type="checkbox"/>	<input type="checkbox"/>	Unrecorded Easements	<input type="checkbox"/>	<input type="checkbox"/>
Intermittent or Weather Springs	<input type="checkbox"/>	<input type="checkbox"/>	Urea-formaldehyde Insulation	<input type="checkbox"/>	<input type="checkbox"/>
Landfill	<input type="checkbox"/>	<input type="checkbox"/>	Water Damage Not Due to a Flood Event	<input type="checkbox"/>	<input type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards	<input type="checkbox"/>	<input type="checkbox"/>	Wetlands on Property	<input type="checkbox"/>	<input type="checkbox"/>
Encroachments onto the Property	<input type="checkbox"/>	<input type="checkbox"/>	Wood Rot	<input type="checkbox"/>	<input type="checkbox"/>
Improvements encroaching on others' property	<input type="checkbox"/>	<input type="checkbox"/>	Active infestation of termites or other wood destroying insects (WDI)	<input type="checkbox"/>	<input type="checkbox"/>
Located in Historic District	<input type="checkbox"/>	<input type="checkbox"/>	Previous treatment for termites or WDI	<input type="checkbox"/>	<input type="checkbox"/>
Historic Property Designation	<input type="checkbox"/>	<input type="checkbox"/>	Previous termite or WDI damage repaired	<input type="checkbox"/>	<input type="checkbox"/>
Previous Foundation Repairs	<input type="checkbox"/>	<input type="checkbox"/>	Previous Fires	<input type="checkbox"/>	<input type="checkbox"/>
Previous Roof Repairs	<input type="checkbox"/>	<input type="checkbox"/>	Termite or WDI damage needing repair	<input type="checkbox"/>	<input type="checkbox"/>
Previous Other Structural Repairs	<input type="checkbox"/>	<input type="checkbox"/>	Single Blockable Main Drain in Pool/Hot Tub/Spa*	<input type="checkbox"/>	<input type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input type="checkbox"/>	<input type="checkbox"/>			

(TXR-1406) 07-08-22

Initialed by: Buyer: and Seller: 

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)?* yes no If yes, explain (attach additional sheets as necessary): _____

*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).

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? yes no If yes, explain (attach additional sheets as necessary): _____

Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

- Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.
- Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
 Name of association: _____
 Manager's name: _____ Phone: _____
 Fees or assessments are: \$ _____ per _____ and are: mandatory voluntary
 Any unpaid fees or assessment for the Property? yes (\$ _____) no
 If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
- Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
 Any optional user fees for common facilities charged? yes no If yes, describe: _____
- Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- Any condition on the Property which materially affects the health or safety of an individual.
- Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
 If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary): _____

Concerning the Property at 1234 Yale St, Houston, TX 77027

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

*A single blockable main drain may cause a suction entrapment hazard for an individual.

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

Section 5. Are you (Seller) aware of any of the following conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- Present flood insurance coverage.
- Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- Previous flooding due to a natural flood event.
- Previous water penetration into a structure on the Property due to a natural flood.
- Located wholly partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR).
- Located wholly partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- Located wholly partly in a floodway.
- Located wholly partly in a flood pool.
- Located wholly partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary): _____

****If Buyer is concerned about these matters, Buyer may consult Information About Flood Hazards (TXR 1414).***

For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

(TXR-1406) 07-08-22

Initialed by: Buyer: and Seller: 

Page 3 of 6

Section 9. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? yes no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

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

Section 10. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead Senior Citizen Disabled
- Wildlife Management Agricultural Disabled Veteran
- Other: _____ Unknown

Section 11. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? yes no

Section 12. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? yes no If yes, explain: _____

Section 13. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?* unknown no yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Sally Seller
Signature of Seller Date

Signature of Seller Date

Printed Name: Sally Seller

Printed Name: _____

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit <https://www.dps.texas.gov/>. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: _____	phone #: _____
Sewer: _____	phone #: _____
Water: _____	phone #: _____
Cable: _____	phone #: _____
Trash: _____	phone #: _____
Natural Gas: _____	phone #: _____
Phone Company: _____	phone #: _____
Propane: _____	phone #: _____
Internet: _____	phone #: _____
- (7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. **YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.**

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer	Date

Signature of Buyer	Date

Printed Name: Bob Buyer

Printed Name: _____



SELLER'S TEMPORARY RESIDENTIAL LEASE

- 1. **PARTIES:** The parties to this Lease are Bob Buyer
(Landlord) and Sally Seller (Tenant).
- 2. **LEASE:** Landlord leases to Tenant the Property described in the Contract between Landlord as Buyer and Tenant as Seller known as 1234 Yale St, Houston, TX 77027
(address).
- 3. **TERM:** The term of this Lease commences on the date the sale covered by the Contract is closed and funded and terminates 08/05/2025, unless terminated earlier by reason of other provisions.
- 4. **RENTAL:** Tenant shall pay to Landlord as rental \$1,750 per day (excluding the day of closing and funding) with the full amount of rental for the term of the Lease to be paid at the time of funding of the sale. Tenant will not be entitled to a refund of rental if this Lease terminates early due to Tenant's default or voluntary surrender of the Property.
- 5. **DEPOSIT:** Tenant shall pay to Landlord at the time of funding of the sale \$1,750 as a deposit to secure performance of this Lease by Tenant. Landlord may use the deposit to satisfy Tenant's obligations under this Lease. Landlord shall refund any unused portion of the deposit to Tenant with an itemized list of all deductions from the deposit within 30 days after Tenant (a) surrenders possession of the Property and (b) provides Landlord written notice of Tenant's forwarding address.
- 6. **UTILITIES:** Tenant shall pay all utility charges except n/a which Landlord shall pay.
- 7. **USE OF PROPERTY:** Tenant may use the Property only for residential purposes. Tenant may not assign this Lease or sublet any part of the Property.
- 8. **PETS:** Tenant may not keep pets on the Property except those mentioned in a Pet Addendum if applicable.
- 9. **CONDITION OF PROPERTY:** Tenant accepts the Property in its present condition and state of repair at the commencement of the Lease. Upon termination, Tenant shall surrender the Property to Landlord in the condition required under the Contract, except normal wear and tear and any casualty loss.
- 10. **ALTERATIONS:** Tenant may not alter the Property or install improvements or fixtures without the prior written consent of the Landlord. Any improvements or fixtures placed on the Property during the Lease become the Property of Landlord.
- 11. **SPECIAL PROVISIONS:** n/a

- 12. **INSPECTIONS:** Landlord may enter at reasonable times to inspect the Property. Tenant shall provide Landlord door keys and access codes to allow access to the Property during the term of Lease.
- 13. **LAWS:** Tenant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Property.
- 14. **REPAIRS AND MAINTENANCE:** Except as otherwise provided in this Lease, Tenant shall bear all expense of repairing and maintaining the Property, including but not limited to the yard, trees and shrubs, unless otherwise required by the Texas Property Code. Tenant shall promptly repair at Tenant's expense any damage to the Property caused directly or indirectly by any act or omission of the Tenant or any person other than the Landlord, Landlord's agents or invitees.

- 15. INDEMNITY:** Tenant indemnifies Landlord from the claims of all third parties for injury or damage to the person or property of such third party arising from the use or occupancy of the Property by Tenant. This indemnification includes attorney's fees, costs and expenses incurred by Landlord.
- 16. INSURANCE:** Landlord and Tenant shall each maintain such insurance on the contents and Property as each party may deem appropriate during the term of this Lease. **NOTE: CONSULT YOUR INSURANCE AGENT; POSSESSION OF THE PROPERTY BY SELLER AS TENANT MAY CHANGE INSURANCE POLICY COVERAGE.**
- 17. DEFAULT:** If Tenant fails to perform or observe any provision of this Lease and fails, within 24 hours after notice by Landlord, to commence and diligently pursue to remedy such failure, Tenant will be in default.
- 18. TERMINATION:** This Lease terminates upon expiration of the term specified in Paragraph 3 or upon Tenant's default under this Lease.
- 19. HOLDING OVER:** Tenant shall surrender possession of the Property upon termination of this Lease. Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay \$75 per day during the period of any possession after termination as damages, in addition to any other remedies to which Landlord is entitled.
- 20. ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to this Lease is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 21. SMOKE ALARMS:** The Texas Property Code requires Landlord to install smoke alarms in certain locations within the Property at Landlord's expense. Tenant expressly waives Landlord's duty to inspect and repair smoke alarms.
- 22. SECURITY DEVICES:** The requirements of the Texas Property Code relating to security devices do not apply to a residential lease for a term of 90 days or less.
- 23. LANDLORD'S FLOODPLAIN AND FLOOD NOTICE PURSUANT TO §92.0135, TEXAS PROPERTY CODE:** Landlord has delivered to Tenant Landlord's Floodplain and Flood Notice (TREC NO. 54-0 or other compliant notice).
- 24. CONSULT YOUR ATTORNEY:** Real estate licensees cannot give legal advice. This Lease is intended to be legally binding. READ IT CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.
- 25. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Landlord: Bob Buyer

3953 Audley St, Houston, TX 77074

Telephone: 832-352-6437

Facsimile: _____

E-mail: bob@gmail.com

To Tenant: Sally Seller

4892 Westheimer Rd, Houston, TX 77027

Telephone: 832-352-6437

Facsimile: _____

E-mail: sally@gmail.com

Landlord

Tenant

Landlord

Tenant



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC NO. 15-6. This form replaces TREC NO. 15-5.