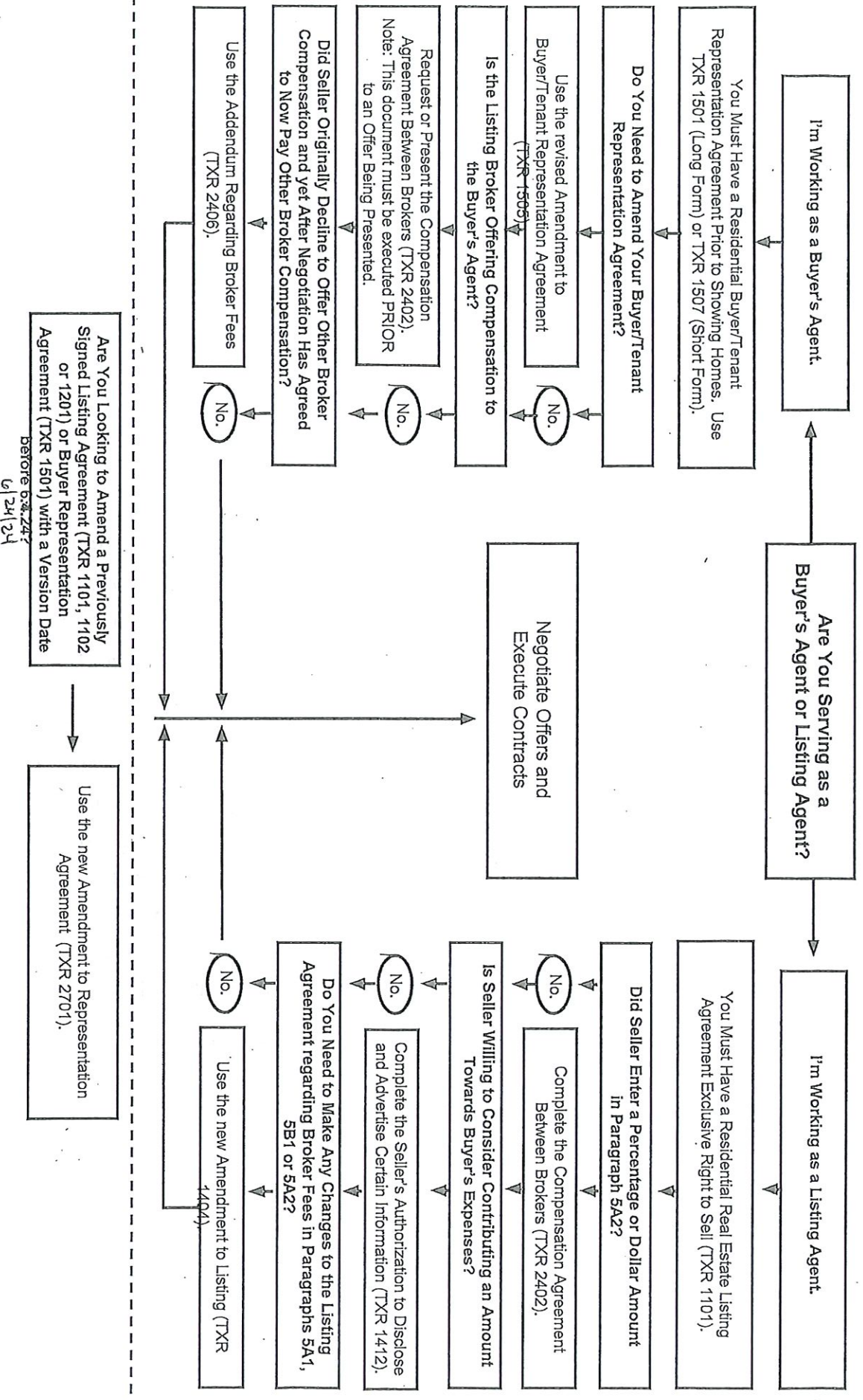


## Introduce with Texas Realtor Disclosure Read Excerpt

The core element of the lawsuit states the following: Home sellers claimed real estate commissions were inflated due to the MLS offer of compensation to the listing broker and to the other broker (formerly called cooperating broker).

The mandates from lawsuit settlements include the following:

1. All compensation (no longer called Commissions) must be negotiable. They are not fixed or controlled.
2. All compensation must be "objectively discernable."
3. All showings (as we call it in Texas-other states use the word "touring") must be accompanied by a written agreement. (Discuss Texas agency and representation). Video recordings would be a showing!
4. Buyers must clearly understand the amount that is paid to a buyer agent or as we now call it, "the other broker." The compensation cannot be open ended. The buyer agent cannot receive compensation from any source which exceeds the amount found in the buyer representation agreement.
5. When you see BOLD type in the TXR documents the wording is a direct quote from the lawsuits and is important to explain its meaning to your clients.
6. Term of the settlements is seven years. What will happen at the end of seven years?
7. Stay engaged with learning over the next year and nimble.
8. Watch and memorize the conversations (no longer scripts) from KWRI class Value Squared.
9. All agreements including listings and buyer representation agreements must be transferred to the new forms by August 16. However, if you are under contract and your transactions close by 8/16 then you do not need to do the transfer. Best practice is to transfer all listings and buyer rep agreements in case your contract falls out.





AMENDMENT TO REPRESENTATION AGREEMENT

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This Amendment modifies Texas REALTORS® real estate representation agreements to comply with certain National Association of REALTORS® Multiple Listing Service policies. This Amendment may be used with the following representation agreements with a version date before 06-24-24: Listing Agreements TXR 1101, TXR 1102, or TXR 1201 and Buyer/Tenant Representation Agreement TXR 1501.

On or about \_\_\_\_\_, Client and Broker entered into a Texas REALTORS® representation agreement.

Effective \_\_\_\_\_, Client and Broker amend the above-referenced representation agreement as follows:

A. For All Representation Agreements

- 1. Broker compensation or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested, by the Association of REALTORS®, MLS, or any listing service. Broker compensation is fully negotiable. Brokers independently determine their fees.

B. For Listing Agreements

- 1. "Client" means the Seller or Landlord concerning the following Property \_\_\_\_\_
- 2. Paragraph 8A includes payment of compensation to the other broker working with a buyer or tenant. Client authorizes Broker to compensate the other broker as indicated in Paragraph 8A.
- 3. Paragraph 8B is deleted. Fees stated in Paragraph 8A are payable regardless of whether the other broker is a participant in the MLS in which the Listing is filed.

C. For Buyer/Tenant Representation Agreements

- 1. Broker is prohibited from receiving compensation for brokerage services from any source that exceeds the amounts stated in the representation agreement.

Broker's Printed Name License No.

Client's Printed Name

Broker's (or [ ] Broker's Associate's) Signature Date

Client's Signature Date

Broker's Associate's Name, if applicable License No.

Client's Printed Name

Client's Signature Date



# 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. 2024

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

Seller: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

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

Email/Fax: \_\_\_\_\_ Email/Fax: \_\_\_\_\_

Broker: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

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

Email/Fax: \_\_\_\_\_ 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: Lot \_\_\_\_\_, Block \_\_\_\_\_, \_\_\_\_\_  
Addition, City of \_\_\_\_\_  
in \_\_\_\_\_ County, Texas known as \_\_\_\_\_  
(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: \_\_\_\_\_

E. Owners' Association: The Property  is or  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: \$ \_\_\_\_\_ (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 \_\_\_\_\_ and ends at 11:59 p.m. on \_\_\_\_\_.
- 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:**

**Broker compensation or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, MLS, or any listing service. Broker compensation is fully negotiable. Brokers independently determine their fees. (Complete either 5A or 5B only)**

A. Broker's Fee (with compensation for other broker):

**This Paragraph 5A includes payment of compensation to the other broker working with a buyer. ~~Seller authorizes Broker to compensate the other broker as indicated below.~~ Complete both (1) and (2)**

(1) When Earned and Payable, Seller will pay Broker (insert total amount for Broker and other broker):

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

If Broker does not pay the other broker that procures a buyer as specified in Paragraph 5A(2), Broker's Fee in this Paragraph 5A(1) will be reduced by any amount not paid to the other broker.

**(2) ~~From the amounts stated in 5A(1) above, Broker will pay the other broker the following fees if the other broker procures a buyer that purchases the Property. Seller authorizes Broker to pay and Broker will pay the other broker the following fees from amounts specified in 5A(1):~~**

- (a) if the other broker represents the buyer: \_\_\_\_\_ % of the sales price or \$ \_\_\_\_\_; and
- (b) if the other broker is a subagent: \_\_\_\_\_ % of the sales price or \$ \_\_\_\_\_;

(3) Seller authorizes Broker to publicly disclose compensation for the other broker as specified in 5A(2).

(4) Broker will retain amounts specified in 5A(1) as Broker's Fee if there is no other broker that procures the buyer, including, but not limited to, transactions where Broker represents both Seller and buyer (intermediary) or buyer is unrepresented. Amounts specified in 5A(2)(a) will be applied towards any fees a buyer has agreed to pay Broker as specified in a separate written representation agreement.

B. Broker's Fee (without compensation for other broker):

(1) When Earned and Payable, Seller will pay Broker (insert amount to be paid to Broker only):

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

**Note: Authorization to Disclose Seller Paying Buyer's Expenses. ~~In addition to paying the above Broker's fees, Seller may be asked by a buyer to contribute an amount towards buyer's expenses, such as buyer's broker's fees or other expenses payable by buyer under a sales contract. See Paragraph 11F regarding Broker's authority to disclose possible Seller contributions.~~ Seller  does or  does not authorize Broker to disclose to other brokers and prospective buyers that Seller will consider contributing an amount towards buyer's expenses, such as buyer's broker's fees or other expenses payable by a buyer under a sales contract. Seller is not obligated to pay any specific amount and has sole discretion to determine the amount Seller will pay towards buyer's expenses during negotiations with a buyer. (Use TXR 1412 to authorize Broker to disclose and advertise additional information, such as a specific amount of seller concessions.)**

- C. 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.
- D. 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.

E. 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 or 5B. Any amount paid under this Paragraph 5E(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 5E(2) is in addition to any other compensation Broker may receive under this Listing.
- (3) Other Fees and/or Reimbursable Expenses: \_\_\_\_\_

F. Protection Period:

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for \_\_\_\_\_ 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 5F survives termination of this Listing. This Paragraph 5F 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.

G. County: All amounts Payable to Broker are to be paid in cash in \_\_\_\_\_  
 \_\_\_\_\_ County, Texas.

H. 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: \_\_\_\_\_.

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 or  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 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. RESERVED.**

**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 type="checkbox"/> (1) Conventional | <input type="checkbox"/> (5) Texas Veterans Land Program |
| <input type="checkbox"/> (2) VA           | <input type="checkbox"/> (6) Owner Financing             |
| <input type="checkbox"/> (3) FHA          | <input type="checkbox"/> (7) Other                       |
| <input 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 ~~offers of compensation to buyer representatives and~~ 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.

~~F. Seller  does or  does not authorize Broker to share with other brokers and prospective buyers that Seller will consider contributing an amount towards buyer's expenses, such as buyer's broker's fees or other expenses payable by buyer under a sales contract. Seller is not obligated to pay any specific amount and has sole discretion to determine the amount Seller will pay towards buyer's expenses during negotiations with the buyer. (Use TXR-1412 to provide additional details regarding Broker's authorization to share information.)~~

**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 \_\_\_\_\_;
- F. Seller is not aware of any liens or other encumbrances against the Property, except \_\_\_\_\_;
- 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: \_\_\_\_\_;
- 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): \_\_\_\_\_;

**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:**

- 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 5 and any other compensation Broker is entitled to 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 Disclose 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. **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).**
- B. **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.**
- C. **Broker advises Seller to review the information Broker submits to an MLS or other listing service.**
- D. **Broker advises Seller to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.**

- E. 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.
- F. 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.
- G. 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.
- H. 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 or  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.
- I. 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.
- J. Broker cannot give legal advice. **READ THIS LISTING CAREFULLY.** If you do not understand the effect of this Listing, consult an attorney **BEFORE** signing.

\_\_\_\_\_  
Broker's Printed Name License No.

\_\_\_\_\_  
Seller's Printed Name

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

\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Broker's Associate's Printed Name, if applicable License No.

\_\_\_\_\_  
Seller's Printed Name

\_\_\_\_\_  
Seller's Signature Date



# AMENDMENT TO LISTING

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## AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

"Owner" means the seller or landlord of the above-referenced Property.

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

- A. The Listing Price in Paragraph 3 of the Listing is changed to: \$ \_\_\_\_\_.
- B. The date the Listing ends in Paragraph 4 of the Listing is changed to: \_\_\_\_\_.

C. **(TXR 1101 and TXR 1201 only)** The Broker's Fee is changed to Paragraph 5A1 or 5B1 as follows:

- (a) \_\_\_\_\_ % of the sales price or \$ \_\_\_\_\_.
- (b) \_\_\_\_\_.

D. **(TXR 1101 and TXR 1201 only)** The compensation paid to the other broker in Paragraph 5A2 is changed as follows:

- (a) if the other broker represents the buyer:** \_\_\_\_\_ % of the sales price or \$ \_\_\_\_\_; and
- (b) if the other broker is a subagent:** \_\_\_\_\_ % of the sales price or \$ \_\_\_\_\_.

E. Owner instructs Broker to cease marketing the Property on \_\_\_\_\_ and to resume marketing the Property on:  (1) receipt of further instructions from Owner; or  (2) \_\_\_\_\_.

The Listing is not terminated and remains in effect for all other purposes.

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

**Broker compensation or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, MLS, or any listing service. Broker compensation is fully negotiable. Brokers independently determine their fees.**

Broker's Printed Name	License No.	Owner's Printed Name	
Broker's <input type="checkbox"/> or Broker's Associate's) Signature	Date	Owner's Signature	Date
Broker's Associate's Printed Name, if applicable	License No.	Owner's Printed Name	
		Owner's Signature	Date



## INTERMEDIARY RELATIONSHIP NOTICE

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### THIS NOTICE DOES NOT SATISFY THE WRITTEN CONSENT REQUIREMENT UNDER TEXAS LAW

To act as an intermediary, a broker must first obtain written consent from each party in a transaction (Sec. 1101.559, TX Occupations Code). Written consent from the Seller/Landlord and Buyer/Tenant can be obtained using applicable Texas REALTORS® listing and buyer/tenant representation agreements. This form is intended to notify the parties that broker will act as an intermediary and whether the broker will appoint associates to communicate with the parties.

To: \_\_\_\_\_ (Seller or Landlord)  
 and \_\_\_\_\_ (Buyer or  
 Tenant~~Prospect~~)

From: \_\_\_\_\_ (Broker's Firm)

Re: \_\_\_\_\_ (Property)

Date: \_\_\_\_\_

- A. Under this notice, "owner" means the seller or landlord of the Property and "prospect" means the above-named prospective buyer or tenant for the Property.
- B. Broker's firm represents the owner under a listing agreement and also represents the prospect under a buyer/tenant representation agreement.
- C. In the written listing agreement and the written buyer/tenant representation agreement, both the owner and the prospect previously authorized Broker to act as an intermediary if a prospect who Broker represents desires to buy or lease a property that is listed by the Broker. When the prospect makes an offer to purchase or lease the Property, Broker will act in accordance with the authorizations granted in the listing agreement and in the buyer/tenant representation agreement.
- D. Broker  will or  will not appoint licensed associates to communicate with, carry out instructions of, and provide opinions and advice during negotiations to each party. If Broker makes such appointments, Broker appoints:

\_\_\_\_\_ to the owner; and  
 \_\_\_\_\_ to the prospect.

- E. By acknowledging receipt of this notice, the undersigned parties reaffirm their consent for broker to act as an intermediary.
- F. Additional Information: (Disclose material information related to Broker's relationship to the parties, such as personal relationships or prior or contemplated business relationships.):

**Broker compensation or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, MLS, or any listing service. Broker compensation is fully negotiable. Brokers independently determine their fees.**

The undersigned acknowledge receipt of this notice

_____ Seller or Landlord	_____ Date	_____ Prospect	_____ Date
_____ Seller or Landlord	_____ Date	_____ Prospect	_____ Date

(TXR-1409) 4-7-0408-23-24





# RESIDENTIAL BUYER/TENANT REPRESENTATION AGREEMENT – LONG FORM

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**1. PARTIES:** The parties to this agreement are:

Client: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

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

Email/Fax: \_\_\_\_\_ Email /Fax: \_\_\_\_\_

Broker: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

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

Email/Fax: \_\_\_\_\_ Email/Fax: \_\_\_\_\_

**2. APPOINTMENT:** Client grants Broker the exclusive right to act as Client's real estate agent for the purpose of acquiring property in the market area.

**3. DEFINITIONS:**

- A. "Acquire" means to purchase or lease.
- B. "Closing" in a sale transaction means the date legal title to a property is conveyed to a purchaser of property under a contract to buy. "Closing" in a lease transaction means the date a landlord and tenant enter into a binding lease of a property.
- C. "Market area" means that area in the State of Texas specified as follows (for example, *insert property address, subdivision, city, county, zip code, etc.*): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- D. "Property" means any interest in real estate including but not limited to properties listed in a multiple listing service or other listing services, properties for sale by owners, and properties for sale by builders.

**4. TERM:** This agreement begins on \_\_\_\_\_ and ends at 11:59 p.m. on \_\_\_\_\_.

**5. BROKER'S OBLIGATIONS:** Broker will: (a) use Broker's best efforts to assist Client in acquiring property in the market area; (b) assist Client in negotiating the acquisition of property in the market area; and (c) comply with other provisions of this agreement.

**6. CLIENT'S OBLIGATIONS:** Client will: (a) work exclusively through Broker in acquiring property in the market area and negotiate the acquisition of property in the market area only through Broker; (b) inform other brokers, salespersons, sellers, and landlords with whom Client may have contact that Broker exclusively represents Client for the purpose of acquiring property in the market area and refer all such persons to Broker; and (c) comply with other provisions of this agreement.

**7. BROKER COMPENSATION:**

Broker compensation or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested, by the Association of REALTORS®, MLS, or any listing service. Broker compensation is fully negotiable. Brokers independently determine their fees. Broker is prohibited from receiving compensation for brokerage services from any source that exceeds the amounts stated in this agreement.

A. **Broker's Fee: When Earned and Payable, Client will pay Broker (Complete all that apply):**

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

(2) (Leases) \_\_\_\_\_% of one month's rent or \_\_\_\_\_% of all rents to be paid over the term of the lease or a flat fee of \$\_\_\_\_\_.

B. **Source of Compensation:** Broker will seek to obtain payment of the fees specified in Paragraph 7A first from the seller, landlord, or their agents. **If such persons refuse or fail to pay Broker the amount specified, Client will pay Broker the amount specified less any amounts Broker receives from such persons.**

C. **Earned and Payable:** Broker's compensation is Earned when: (1) Client enters into a contract to buy or lease property in the market area; or (2) Client breaches this agreement. Broker's compensation is Payable, either during the term of this agreement or after it ends, upon the earlier of: (1) the closing of the transaction to acquire the property; (2) Client's breach of a contract to buy or lease a property in the market area; or (3) Client's breach of this agreement. If Client acquires more than one property under this agreement, Broker's compensation for each property acquired are Earned as each property is acquired and are Payable at the closing of each acquisition.

D. **Acquisition of Broker's Listing (Intermediary Transactions):** If Client acquires a property listed by Broker, any compensation Broker offers to other brokers in Broker's listing agreement with the owner will be credited towards Broker's Fee specified under Paragraph 7A.

E. **Additional Compensation:** In addition to Broker's Fee specified under Paragraph 7A, Broker is entitled to the following compensation.

(1) **Construction:** If Client uses Broker's services to procure or negotiate the construction of improvements to property that Client owns or may acquire, Client ensures that Broker will receive from Client or the contractor(s) at the time the construction is substantially complete a fee equal to: \_\_\_\_\_.

(2) **Service Providers:** If Broker refers Client or any party to a transaction contemplated by this agreement 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.

(2)(3) **Other Compensation (Only insert amounts or rates of compensation that are objectively ascertainable and the specific amount or rate is known at the time of execution. Do not insert bonuses, a range of compensation, or terms such as "TBD").:** \_\_\_\_\_

**Notice Regarding Bonuses and Other Compensation.** In addition to Broker's Fee specified under Paragraph 7A, seller, landlord, or their agent may offer to pay Broker ~~other compensation, such as a bonus,~~ if Client purchases or leases certain properties. Broker will disclose the specific amount of ~~other compensation~~ any bonus offered to Broker. Broker may not receive ~~other compensation~~ any bonus unless authorized by Client in writing. Client authorization may be made by amending this agreement (use TXR

1505).

- F. Protection Period: "Protection period" means that time starting the day after this agreement ends and continuing for \_\_\_\_\_ days. Not later than 10 days after this agreement ends, Broker may send Client written notice identifying the properties called to Client's attention during this agreement. If Client or a relative of Client agrees to acquire a property identified in the notice during the protection period, Client will pay Broker, upon closing, the amount Broker would have been entitled to receive if this agreement were still in effect. This Paragraph 7F survives termination of this agreement. This Paragraph 7F will not apply if Client is, during the protection period, bound under a representation agreement with another broker who is a member of Texas REALTORS® at the time the acquisition is negotiated and the other broker is paid a fee for negotiating the transaction.
- G. Escrow Authorization: Client authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the acquisition of property contemplated by this agreement to collect and disburse to Broker all amounts Payable to Broker.
- H. County: Amounts Payable to Broker are to be paid in cash in \_\_\_\_\_ County, Texas.

**8. REPRESENTATIONS:**

- A. Each person signing this agreement represents that the person has the legal capacity and authority to bind the respective party to this agreement.
- B. Client represents that Client is not now a party to another buyer or tenant representation agreement with another broker for the acquisition of property in the market area.
- C. Client represents that all information relating to Client's ability to acquire property in the market area Client gives to Broker is true and correct.
- D. Name any employer, relocation company, or other entity that will provide benefits to Client when acquiring property in the market area: \_\_\_\_\_
- E. Broker is not authorized to execute any document in the name of or on behalf of Client concerning the Property.

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

- A. Intermediary Status: Client desires to see Broker's listings. If Client wishes to acquire one of Broker's listings, Client authorizes Broker to act as an intermediary and Broker will notify Client that Broker will service the parties in accordance with one of the following alternatives.
  - (1) If the owner of the property is serviced by an associate other than the associate servicing Client under this agreement, Broker may notify Client that Broker will: (a) appoint the associate then servicing the owner to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the owner; and (b) appoint the associate then servicing Client to the Client for the same purpose.
  - (2) If the owner of the property is serviced by the same associate who is servicing Client, Broker may notify Client that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Client; and (b) appoint the associate servicing the owner under the listing to the owner for the same purpose.
  - (3) Broker may notify Client that Broker will make no appointments as described under this Paragraph 89A 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: Client does not wish to be shown or acquire any of Broker's listings.

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

- ◆ **may not disclose to Client that the seller or landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by the seller or landlord;**

- ◆ may not disclose to the seller or landlord that Client will pay a price greater than the price submitted in a written offer to the seller or landlord unless otherwise instructed in a separate writing by Client;
- ◆ may not disclose any confidential information or any information a seller or landlord or Client 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;
- ◆ shall treat all parties to the transaction honestly; and
- ◆ shall comply with the Real Estate License Act.

**10. COMPETING CLIENTS:** Client acknowledges that Broker may represent other prospective buyers or tenants who may seek to acquire properties that may be of interest to Client. Client agrees that Broker may, during the term of this agreement and after it ends, represent such other prospects, show the other prospects the same properties that Broker shows to Client, and act as a real estate broker for such other prospects in negotiating the acquisition of properties that Client may seek to acquire.

**11. CONFIDENTIAL INFORMATION:**

- A. During the term of this agreement or after its termination, Broker may not knowingly disclose information obtained in confidence from Client except as authorized by Client or required by law. Broker may not disclose to Client any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.
- B. Unless otherwise agreed or required by law, a seller or the seller's agent is not obliged to keep the existence of an offer or its terms confidential. If a listing agent receives multiple offers, the listing agent is obliged to treat the competing buyers fairly.

**12. MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise related to this agreement or any transaction related to or contemplated by this agreement. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator.

**13. DEFAULT:** If either party fails to comply with this agreement or makes a false representation in this agreement, the non-complying party is in default. If Client is in default, Broker may terminate this agreement and Client will be liable for the amount of compensation that Broker would have received under this agreement if Client was not in default; Broker may also terminate this agreement and exercise any other remedy at law. If Broker is in default, Client may exercise any remedy at law.

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

**15. LIMITATION OF LIABILITY:** Neither Broker nor any other broker, or their associates, is responsible or liable for any person's personal injuries or for any loss or damage to any person's property that is not caused by Broker. Client will hold broker, any other broker, and their associates, harmless from any such injuries or losses. Client will indemnify Broker against any claims for injury or damage that Client may cause to others or their property.

**16. ADDENDA:** Addenda and other related documents which are part of this agreement are:

- |  |   |
|--|---|
| <input type="checkbox"/> Information About Brokerage Services      | <input type="checkbox"/> Protect Your Family from Lead in Your Home   |
| <input type="checkbox"/> Mold Remediation Consumer Protection      | <input type="checkbox"/> Information about Special Flood Hazard Areas |
| <input type="checkbox"/> Information Concerning Property Insurance | <input type="checkbox"/> For Your Protection: Get a Home Inspection   |
| <input type="checkbox"/> General Information and Notice to Buyers  | <input type="checkbox"/> Wire Fraud Warning                           |

and Sellers

\_\_\_\_\_

**17. SPECIAL PROVISIONS:**

**18. ADDITIONAL NOTICES:**

- A. In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided 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).
- B. Broker is not a property inspector, pest inspector, appraiser, surveyor, engineer, environmental assessor, or compliance inspector. Client should seek experts to render such services in any acquisition.
- C. If Client purchases property, Client should have an abstract covering the property examined by an attorney of Client's selection, or Client should be furnished with or obtain a title policy.
- D. Client may purchase a residential service contract. Client should review such service contract or the scope of coverage, exclusions, and limitations. The purchase of a residential service contract is optional. There are several residential service companies operating in Texas.
- E. When viewing a property, Client might be recorded or otherwise monitored without Client's knowledge or consent. Additionally, consult an attorney before recording or photographing a property without Owner's knowledge or consent.
- F. To reduce risk of wire fraud, Client should refrain from transmitting personal information, such as bank account or other financial information, via unsecured email or other electronic communication. If Client receives any request to wire funds, even if the communication appears to come from a legitimate source, Client should verify its authenticity prior to transferring any funds. Verification should be made in person or via phone call using a recognized phone number not found in the communication. Broker will not send Client any electronic communication with instructions to wire funds or to provide personal information.

**CONSULT AN ATTORNEY: Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this agreement, consult your attorney BEFORE signing.**

\_\_\_\_\_  
Broker's Printed Name License No.

\_\_\_\_\_  
Client's Printed Name

Broker's Signature Date  
 Broker's Associate's Signature

\_\_\_\_\_  
Client's Signature Date

\_\_\_\_\_  
Broker's Associate's Printed Name, if applicable License No.

\_\_\_\_\_  
Client's Printed Name



# AMENDMENT TO BUYER/TENANT REPRESENTATION AGREEMENT

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On or about \_\_\_\_\_, Client and Broker entered into a Buyer/Tenant Representation Agreement (the Agreement).

Effective \_\_\_\_\_, Client and Broker amend the Agreement as follows:

A. The "market area" in Paragraph 3 is redefined as \_\_\_\_\_

B. The date the Agreement ends specified in Paragraph 4 is changed to \_\_\_\_\_

C. (For TXR 1507 only)

(1) Brokers Obligations in Paragraph 5 is changed to  Full Services or  Showing Services.

(2) Client  does or  does not authorize Broker to act as an intermediary under Paragraph 8.

**Note: To change Broker's Fees, also complete Paragraph D below.**

D. (For TXR 1501 and TXR 1507 only) Broker's Fees in Paragraph 7A are changed to (Complete all that apply):

(1) (Purchases) \_\_\_\_\_% of the sales price or a flat fee of \$ \_\_\_\_\_ if Client purchases the following property: \_\_\_\_\_

(2) (Leases) \_\_\_\_\_% of one month's rent or \_\_\_\_\_% of all rents to be paid over the term of the lease or a flat fee of \$ \_\_\_\_\_ if Client leases the following property: \_\_\_\_\_

E. (For TXR 1501 and TXR 1507 only) ~~Bonuses and Other Compensation~~: In addition to Broker's Fee listed in Paragraph 7A, Broker will ~~receive be paid a bonus other compensation~~ from seller, landlord, or their agent in an amount equal to \$ \_\_\_\_\_-if Client purchases or leases the following property:

\_\_\_\_\_ (property address).

F. Client instructs Broker to cease providing services under the Agreement on \_\_\_\_\_ and to resume providing services on:  (1) receipt of further instructions from Client; or  (2) \_\_\_\_\_

The Agreement is not terminated and remains in effect for all other purposes.

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

Broker's Printed Name \_\_\_\_\_ License No. \_\_\_\_\_

Broker's (or  Broker's Associate's) Signature \_\_\_\_\_ Date \_\_\_\_\_

Broker's Associate's Name, if applicable \_\_\_\_\_ License No. \_\_\_\_\_

Client's Printed Name \_\_\_\_\_

Client's Signature \_\_\_\_\_ Date \_\_\_\_\_

Client's Printed Name \_\_\_\_\_

Client's Signature \_\_\_\_\_ Date \_\_\_\_\_



# COMPENSATION AGREEMENT BETWEEN BROKERS

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**1. PARTIES:** The parties to this Agreement are:

Listing/Principal Broker: \_\_\_\_\_  
Full Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-Mail/Fax: \_\_\_\_\_

Cooperating Broker: \_\_\_\_\_  
Full Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-Mail/Fax: \_\_\_\_\_

**2. PROPERTY:** "Property" means the following real property in Texas, together with all its improvements and fixtures:

Full Address or Description: \_\_\_\_\_  
 or as described in an attached exhibit.

**3. REGISTRATION:** Cooperating Broker registers \_\_\_\_\_ (Client) with Listing/Principal Broker.  
Listing/Principal Broker represents the owner of the Property (Owner), and Cooperating Broker represents Client.

**4. TERM:** This Agreement begins on \_\_\_\_\_ and ends at 11:59 pm on \_\_\_\_\_.

**5. COOPERATING BROKER'S FEES:**

A. **Fees:** When Earned and Payable, Listing/Principal Broker will pay Cooperating Broker (*complete all that apply*):  
(1) (Sale) \_\_\_\_\_ % of the sales price or **a flat fee of \$** \_\_\_\_\_.  
(2) (Lease) \_\_\_\_\_ % of one full month's rent Client is obligated to pay under the lease or \$ \_\_\_\_\_.  
**(3)** \_\_\_\_\_

B. **Earned and Payable:** Cooperating Broker's fees are Earned when Client enters into a binding agreement during the Term to buy or lease all or part of the Property at any price. Cooperating Broker's fees are Payable (i) if Cooperating Broker is the procuring cause of the sale or lease and (ii) when a lease is executed or when a sale closes, either during the Term or after it ends. Listing/Principal Broker is not obligated to pay Cooperating Broker any fee if, through no fault of the Listing/Principal Broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the Listing/Principal Broker to collect its fee under the separate agreement with Owner. **Any escrow or closing agent is authorized to pay Cooperating Broker's fee from Listing/Principal Broker's fee at closing.**

C. **Related Parties:** If a related party of Client agrees to purchase or lease all or part of the Property during the Term, Cooperating Broker will be entitled to all compensation under this Agreement as if Client had acquired the Property. "Related party" means any assignee of Client, any family member or relation of Client, any officer, director, or partner of Client, any entity owned or controlled by Client, in whole or part, and any entity that owns or controls Client, in whole or part.

**6. ENTIRE AGREEMENT:** This Agreement is the entire agreement of the parties and may not be changed except by written agreement. This Agreement supersedes any prior agreement between the parties concerning the same subject matter.

Listing/Principal Broker's Printed Name License No.

Cooperating Broker's Printed Name License No.

Listing/Principal Broker's Signature Date  
( or Broker's Associate)

Cooperating Broker's Signature Date  
( or Broker's Associate)

Listing/Principal Broker's Associate's Printed Name License No.

Cooperating Broker's Associate's Printed Name License No.



# COMPENSATION AGREEMENT BETWEEN BROKER AND OWNER

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**1. PARTIES:** The parties to this Agreement are:

Owner: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail/Fax: \_\_\_\_\_

Broker: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail/Fax: \_\_\_\_\_

**2. PROPERTY:** "Property" means the following real property in Texas, together with all its improvements and fixtures:

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

City: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_

Legal Description (*Identify exhibit if described on attachment*): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3. ASKING PRICE:** Owner is presently asking:

A. \$ \_\_\_\_\_ to sell the Property; and

B. \$ \_\_\_\_\_ to lease the Property.

**4. REGISTRATION:** Broker registers \_\_\_\_\_ (Prospect) with Owner.

**5. TERM:** This Agreement begins on \_\_\_\_\_ and ends at 11:59 pm on \_\_\_\_\_.

**6. BROKER'S FEE:** Owner is not obligated to pay Broker a fee until such time as Broker's fee is Earned and Payable. Broker's fees are Earned when Owner enters into a binding agreement to sell or lease all or part of the Property at any price to Prospect or if Owner breaches this Agreement. Broker's fees are Payable in the amounts stated below at the specified times.

A. Sales:

(1) If Owner agrees to sell all or a part of the Property to Prospect at any price during the Term, Owner will pay Broker a fee equal to:

(a) \_\_\_\_\_ % of the sales price; or

(b) \_\_\_\_\_.

(2) The fee is Payable, either during the Term or after it ends, at the earlier of:

(a) the closing and funding of the sale or exchange of the Property;

(b) Owner's breach of this Agreement; or

(c) Owner's breach of a binding contract to sell the Property to Prospect.



**B. Leases:**

**(1) Primary Lease:**

(a) If Owner agrees to lease all or part of the Property to Prospect, on any terms, during the Term, Owner will pay Broker a fee equal to:

- (1) \_\_\_\_\_ % of one full month's rent Prospect is obligated to pay under the lease;
- (2) \_\_\_\_\_ % of all rents Prospect is obligated to pay under the primary term of the lease; or
- (3) \_\_\_\_\_.

(b) The fee is Payable during the Term or after it ends in accordance with the following schedule:

- (1) in one payment upon \_\_\_\_\_.
- (2) in two payments as follows: one-half of the fee at the time the lease is executed and the remainder on the date the lease commences.
- (3) \_\_\_\_\_.

**(2) Renewals:** If Prospect leases all or part of the Property during the Term and subsequently, either during the Term or after it ends, extends, renews, or expands the lease, (including new leases for more, less, or different space in the same building or complex), Owner will pay Broker, at the time the extension, renewal, or expansion commences, a fee equal to:

- (a) \_\_\_\_\_ % of one full month's rent Prospect is obligated to pay under the lease;
- (b) \_\_\_\_\_ % of all rents to be paid for the term of the extension, renewal, or expansion; or
- (c) \_\_\_\_\_.

**(3) Subsequent Sale to a Tenant:** If Prospect leases all or part of the Property during the Term and subsequently, either during the Term or after it ends, agrees to buy all or part of the Property within the term of the lease or within 180 days after the date the lease ends, Owner will pay Broker, at the closing of the sale, a fee equal to:

- (a) \_\_\_\_\_ % of the sales price; or
- (b) \_\_\_\_\_.

**NOTICE:** If the Property is commercial property under Chapter 62, Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

**7. BROKER'S REPRESENTATION:**

A. Owner acknowledges receipt of the attached **Information About Brokerage Services** which is incorporated into this Agreement for all purposes. During negotiations for the sale or lease of the Property, Broker:

- (1) will represent Owner only.
- (2) will represent Prospect only.
- (3) will act as an intermediary between Owner and Prospect.

B. If Broker acts as an intermediary, Broker will assist both Prospect and Owner in the sale or lease of the Property. Broker's fees will be paid by Owner as provided in Paragraph 6. Broker may appoint a licensed associate(s) of Broker to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Owner and appoint another licensed associate(s) for the same purposes to Prospect. **As an intermediary, Broker:**

- (1) may not disclose to Prospect that Owner will accept a price less than the asking price unless otherwise instructed in a separate writing by Owner;**
- (2) may not disclose to Owner that Prospect will pay a price greater than the price submitted in a written offer to Owner unless otherwise instructed in a separate writing by Prospect;**
- (3) may not disclose any confidential information or any information Owner or Prospect specifically instruct 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.**

- (4) shall treat all parties to the transaction honestly; and
- (5) shall comply with the Real Estate License Act.

8. **ADDENDA:** Addenda and other related documents which are part of this Agreement are **Information About Brokerage Services** and \_\_\_\_\_

9. **OTHER:**

- A. Entire Agreement: This document contains the entire agreement between the parties and may not be changed except by written agreement. This Agreement supersedes any prior agreement between the parties concerning the same subject matter.
- B. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.
- C. Definition of Sell: "Sell" means to sell, agree to sell, convey, agree to convey, exchange, agree to exchange, transfer, or agree to transfer a legal or equitable interest either by written or oral agreement or option. The transfer of Owner's interest (stock or shares) in any entity that holds title to the Property for the purpose of conveying the Property to another person is a sale.
- D. Disbursements: All fees to Broker under this Agreement are payable in cash in the county in which the Property is located. Owner authorizes Broker to instruct any escrow or closing agent to collect and disburse to Broker at closing the Broker's fees due under this Agreement. Paragraphs 6B(2) and 6B(3) survive termination of this Agreement. In the event of an exchange or breach of this Agreement, the asking price will be the sales price or rental rate for computing Broker's fees.
- E. Related Parties: If a related party of Prospect agrees to buy or lease all or part of the Property during the Term, Broker will be entitled to all compensation under this Agreement as if Prospect had acquired the Property. "Related party" means any assignee of Prospect, any family member or relation of Prospect, any officer, director, or partner of Prospect, any entity owned or controlled, in whole or part, by Prospect, and any entity that owns or controls Prospect, in whole or part.
- F. Additional Notices:
  - (1) Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS® or any listing service. Broker's fees are negotiable.
  - (2) If the Property contains a residential dwelling built before 1978, federal law requires the Owner to: (a) provide the buyer with the promulgated lead hazard information pamphlet; and (b) disclose the presence of any known lead-based paint or lead-based paint hazards.
  - (3) **Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Agreement, consult your attorney BEFORE signing.**

Broker's Printed Name	License No.	Owner's Printed Name	
Broker's <input type="checkbox"/> or Broker's Associate's) Signature	Date	Owner's Signature	Date
Broker's Associate's Printed Name	License No.	Owner's Printed Name	
		Owner's Signature	Date



ADDENDUM REGARDING BROKERS' FEES TO CONTRACT CONCERNING THE PROPERTY AT:

(Address of Property)

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Note: This addendum should not be used with the Farm and Ranch Contract (TREC 25-15; TXR 1701).

- A. ADDENDUM CONTROLS: If any part of this addendum conflicts with a provision in the contract, this addendum will control.
B. FEES: Cash fees as specified in this addendum will be paid in \_\_\_\_\_ County, Texas.
C. LISTING BROKER'S FEES: Seller shall pay Listing Broker the fees specified in a separate written representation agreement between Seller and Listing Broker.
D. OTHER BROKER'S FEES: Other Broker's fees will be paid as specified below, and Buyer shall pay any remaining amount due to Other Broker underspecified in a separate written representation agreement between Other Broker and Buyer.

(Check all that apply)

- (1) Listing Broker shall pay \$ \_\_\_\_\_ or \_\_\_\_\_ % of sales price as contained in a separate written compensation agreement between Listing Broker and Other Broker (such as TXR 2402). (Specified amount is for informational purposes only and does not change compensation specified in separate written compensation agreements.)
(2) Seller shall pay: (Check one box only)
(a) \$ \_\_\_\_\_ or \_\_\_\_\_ % of sales price as contained in a separate written compensation agreement between Seller and Other Broker (such as TXR 2401). (Specified amount is for informational purposes only and does not change compensation specified in separate written compensation agreements.)
(b) \$ \_\_\_\_\_ or \_\_\_\_\_ % of sales price towards Other Broker's fees. (Note: Use this option only if there is no separate written compensation agreement between Seller and Other Broker. This option creates a new obligation for Seller.)

E. INTERMEDIARY BROKER'S FEES: In addition to any fees Seller has agreed to pay Listing Broker in a separate written representation agreement, Seller shall also pay Listing Broker \$ \_\_\_\_\_ or \_\_\_\_\_ % of sales price. Amounts specified in this Paragraph E shall be applied towards any fees Buyer has agreed to pay Listing Broker in a separate written representation agreement. Buyer shall pay any remaining amount due to Listing Broker specified in a separate written representation agreement. (Use this option only if Listing Broker represents Seller and Buyer as intermediary. This option creates a new obligation for Seller.)

Amounts in (1) and (2)(a) are for informational purposes only and do not change compensation listed in separate written compensation agreements. Any amount listed in (2)(b) creates a new obligation for Seller.

E.F. AUTHORIZATION: Seller and Buyer authorize Escrow Agent to pay Listing and Other Broker at closing in accordance with this addendum or other separate written compensation agreements.

BROKER FEES ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE. This addendum confirms or creates an obligation for the payment of broker fees. CONSULT AN ATTORNEY BEFORE SIGNING. TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS FORM CAREFULLY.

Buyer's Printed Name

Seller's Printed Name

Buyer's Signature Date

Seller's Signature Date

also page 2 behind

# Flowchart for Use of Addendum Regarding Brokers' Fees (TXR 2406)

## Paragraph A

Paragraph A. Addendum Controls. This paragraph states that if there is any conflict between this addendum and the sales contract, the terms of this addendum will control.

## Paragraph B

Paragraph B. Fees. Insert the county in Texas where the fees must be paid in cash. This county can be where your brokerage office, the property, or the title company that is closing the transaction is located.

## Paragraph C

Paragraph C. Listing Broker's Fees. States that the listing broker will be paid a fee by the seller as specified in a separate written agreement (i.e., a listing agreement)

## Paragraph D

Paragraph D. Other Broker's Fees. States that the buyer's broker may be paid by the seller or listing broker, depending on which box, if any, is checked. Also states that the buyer shall pay any remaining amount due to the buyer's broker as specified in a separate written agreement (i.e., a buyer representation agreement). Any payment from the seller or listing broker will be applied before the buyer's payment. Both D(1) and D(2) may be checked depending on how the buyer's broker will be paid.

Is the listing broker paying the buyer's broker fees in a separate written agreement (i.e., the *Compensation Agreement Between Brokers (TXR 2402)*)?

Yes

No

Check the box for **Paragraph D(1) (Listing Broker Pays Buyer's Broker)** and insert the amount of the agreed upon payment. The amount inserted here does not change the amount agreed to in the separate compensation agreement. If there is a conflict, the amount specified in the separate compensation agreement will control.

Is the seller paying the buyer's broker directly?

No

Nothing further is needed.

Yes

Check **Paragraph D(2) (Seller Pays Buyer's Broker)**. If you check D(2), you also need to check either D(2)(a) or D(2)(b). **Do not check both.**

**\*\*Note:** Multiple boxes may be checked under Paragraph D if the buyer's broker will be compensated from more than one source. For example, if the listing broker and seller both agree to pay a portion of buyer's broker's fee, check box D(1) and box D(2)(a) or (b) inserting the appropriate amounts under each paragraph.

Check box **D(2)(a)** if the seller has signed a separate compensation agreement with the buyer's broker, such as the *Compensation Agreement Between Broker and Owner (TXR 2401)*. Insert the amount of the agreed upon payment. The amount inserted in Paragraph D(2)(a) does not change the amount agreed to in the separate compensation agreement. **If there is a conflict, the amount specified in the separate compensation agreement will control.**

Check box **D(2)(b)** if the seller agrees to pay any of the buyer's broker's fees as an additional term under the sales contract. Insert the amount of such payment. **This option creates a new obligation for the seller to pay the buyer's broker's fee as stated in this addendum.**

## Paragraph E

**Paragraph E. Authorization.** Authorizes the title company to disperse funds in accordance with this addendum.

**Intermediary:** The form can be used for intermediary transactions, but is not required. All fees to the Listing Broker should be handled through the representation agreements. Seller should not check paragraph D(2)(b) in this scenario because there is no Other Broker in an intermediary transaction.



## SELLER'S AUTHORIZATION TO DISCLOSE AND ADVERTISE CERTAIN INFORMATION

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

A. Seller authorizes Broker to disclose to other brokers and prospective buyers that Seller will consider contributing an amount up to \$\_\_\_\_\_ towards buyer's expenses. Buyer may use these funds to pay for buyer's broker's fees or other expenses payable by buyer under a sales contract.

**Seller is not obligated to pay this amount or any other amount unless Seller agrees to such payment in a sales contract. Seller has the sole discretion to determine the amount Seller will pay towards buyer's expenses during negotiations with the buyer.**

**If the amount of Seller's contribution is included on a Multiple Listing Service (MLS), such amount cannot be limited to or conditioned upon the retention of or payment to a cooperating broker, buyer broker, or other buyer representative.**

B. Seller authorizes Broker, at Broker's discretion, to disclose and advertise the following information concerning the Property to prospective buyers and other brokers (for example, insert information regarding Seller's reasons for placing the Property on the market, any conditions of sale, or phrases such as "terms are negotiable," or "bring all offers"):

**NOTE: All disclosures and advertisements must be in compliance with local, state, and federal laws as well as TREC rules, the NAR Code of Ethics, and MLS policies.**

\_\_\_\_\_  
Seller's Printed Name

\_\_\_\_\_  
Seller's Printed Name

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date



# REPRESENTATION DISCLOSURE

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

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

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

A. Texas law (Section 1101.558, Occupations Code) requires a real estate license holder who represents a party in a proposed real estate transaction to disclose, orally or in writing, that representation at the license holder's first contact with:

- (1) another party to the transaction; or
- (2) another license holder who represents another party to the transaction.

B. Broker represents the following party:

Seller/~~Landlord~~: \_\_\_\_\_

Landlord: \_\_\_\_\_

Buyer/~~Tenant~~: \_\_\_\_\_

Tenant: \_\_\_\_\_

C. A real estate license holder, while acting as an agent, is a fiduciary. The primary duty of the license holder is to represent the interests of their client. The license holder must treat other parties to a transaction honestly and fairly, however, the duty to their client is primary.

**Broker compensation or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, MLS, or any listing service. Broker compensation is fully negotiable. Brokers independently determine their fees.**

The undersigned persons acknowledge there is no agency relationship with Broker as of the date of this disclosure:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date