

Below are new documents created for the August 17 change. Please read and understand their use.

2701 TXR Amendment To Representation Agreements.

This doc is used if you have a pre-June 24th 2024 buyer rep or Listing agreement it contains the new disclosure and information to be compliant. This doc will be temporary once the existing agreements are amended agents will use the new updated agreements going forward with new buyers and sellers.

The Docs Below Are For Buyers Agency Compensation

2401 TXR Compensation agreement between Broker and Owner use for FSBOs this doc is used along with the TXR 2406 below. Have the owner sign before your client view the property.

2402 TXR Compensation Agreement Between Brokers. This document is to be signed by both brokers. This shows how much funds are available from the listing broker to the buyer's broker for buyers' compensation. This document should be filled out by the listing agent to give to the buyer's agent. This is to be used along with the TXR 2406 below.

2406 TXR Addendum Regarding Broker's Fees.(Use This Document For Buyers Agency Payment) This document must be filled out by the buyer's agency and signed by the buyer and seller. The Buyers agent adds the 2406 in the offer, has the buyer sign and sends the offer over to the listing agent for signatures. The escrow officer will pay the buyer's agency according to the 2406 because it is signed by both the buyer and the seller. If the buyer's agent has a 2401 or the 2402 send those along with the offer and the filled out 2406. If you don't have the 2402 and you know what the seller is offering for buyers' compensation send over the 2406 filled in paragraph D, (2) (b) for seller to agree and sign.



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

- 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

- “Client” means the Seller or Landlord concerning the following Property _____.
- 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.**
- 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

- 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



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



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 \$ _____.
(2) (Lease) _____ % of one full month's rent Client is obligated to pay under the lease or \$ _____.
- 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.



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 FEE:** Seller shall pay Listing Broker the fee 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 under 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).
- (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).
 - (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.)

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. 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

Buyer's Printed Name

Seller's Printed Name

Buyer's Signature

Date

Seller's Signature

Date