



The Texas Real Estate Commission and Texas REALTORS® have made important updates to several forms. Here are details about the changes.

(Document updated May 11, 2026)

UPDATES TO TREC FORMS

These revised and new TREC forms may be used on a voluntary basis as soon as they are made available. Forms labeled as mandatory have an effective date of July 1, 2026.

Note: TREC form numbers are updated when a form is revised. These listings use the new number for the form revisions that become mandatory July 1.

Amendment to Contract (TREC 39-11) MANDATORY FORM

Updated to align with the revised broker compensation provisions in Paragraph 12 of the contracts. The seller has the option to contribute to buyer's broker compensation in 12B(1), and the buyer now has the option to contribute to the seller's broker compensation in 12B(2). It also clarifies that 12A(1)(b) is only to be used for seller's contributions for buyer's expenses other than broker compensation.

Seller's Disclosure Notice (TREC 55-1)

Additions to Paragraph 9 arise out of the directive from the Sunset Commission that the seller provide additional information that could impact a property's value or desirability. In response to this directive, TREC has added information relating to insurance, private roads on or adjoining the property that the buyer would be responsible for maintaining, the existence of aboveground storage tanks, and whether a property is located in a conservation easement.

Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Hazards as Required by Federal Law (TREC 56-0)

Changed *Other Broker* to *Buyer's Broker* and *Listing Broker* to *Seller's Broker* and updated *licensees* in the footer to *license holders* to maintain consistency with the revised contracts and other forms.

NEW

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

MANDATORY FORM

This new form arises from the directive from the Sunset Commission that TREC's contract forms provide prospective buyers with information on groundwater and surface water rights associated with a property.

Addendum for “Back-Up” Contract (TREC 11-9) MANDATORY FORM

Changes the amended effective date to the date the seller delivers the notice of termination of the First Contract to the buyer, instead of the date the buyer receives the notice. Capitalizes *Legal Holiday* and *Effective Date*, and changes *option fee* to lower case.

Addendum for Property Subject to Mandatory Membership in a Property Owners Association (TREC 36-11) MANDATORY FORM

Paragraph A2 was updated so that if the buyer obtains the Subdivision Information they are not obligated to provide it to the seller. Adds a statement to Paragraph C that if there is any conflict with the allocation of charges in the Subdivision Information, Paragraph C will control. *Effective Date* is capitalized throughout.

The changes in the section below apply to the following contracts:

- *Unimproved Property Contract* TREC 9-18 MANDATORY FORM
 - *One to Four Family Residential Contract (Resale)* TREC 20-19 MANDATORY FORM
 - *New Home Contract (Incomplete Construction)* TREC 23-20 MANDATORY FORM
 - *New Home Contract (Completed Construction)* TREC 24-20 MANDATORY FORM
 - *Farm & Ranch Contract* TREC 25-17 MANDATORY FORM
 - *Residential Condominium Contract (Resale)* TREC 30-18 MANDATORY FORM
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- *Generators* has been added to the list of property improvements to reflect the increased prevalence of generators on properties. Not included in unimproved or new home contracts.
 - *Legal Holiday* is now a defined term in 5A(2) to provide better clarity. “*Legal Holiday* means a legal holiday described in Sections 662.003(a) and 662.003(b)(4) and (6), Texas Government Code.” It includes:
 - New Year’s Day (Jan 1)
 - MLK, Jr. Day (3rd Monday in Jan)
 - President’s Day (3rd Monday in Feb)
 - Memorial Day (last Monday in May),
 - Emancipation Day in Texas (June 19)
 - Independence Day (July 4), Labor Day (1st Monday in September),
 - Veterans Day (November 11)
 - Thanksgiving Day (4th Thursday in November)
 - Friday after Thanksgiving Day
 - Christmas Day (December 25)
 - General changes: *option fee*, *earnest money*, and *contract* are now in lower case because they are not considered defined terms. When applicable, *Notice* has been changed to *Seller’s Disclosure Notice* to avoid any potential confusion with other notices referenced in the contract.
 - To fulfill the directive from the Sunset Commission, the seller must indicate whether the buyer has already received the Seller’s Water Disclosure, when the seller will deliver the Seller’s Water Disclosure, or that the seller is not required to

provide the Seller's Water Disclosure. The new water disclosure requirement does not apply to the Residential Condominium Contract.

- Paragraph 12 has been reworded and reorganized "in light of changes to industry practices surrounding compensation." Paragraph 12A is now titled Expenses and clearly specifies that the expenses referenced in 12A do not include brokerage fees. Brokerage Compensation has been moved to a new paragraph, Paragraph 12B, and adds a new option that allows the buyer to contribute to the seller's broker's compensation. The statement regarding each party's obligation to pay their broker has been moved from Paragraph 8B to Paragraph 12B. The lender expense limitation paragraph has been moved to Paragraph 12C and reworded to align with the other changes made to Paragraph 12.
- Paragraph 20 has been retitled Governmental Requirements and new subparagraph 20B has been added that requires parties to provide information needed by the escrow agent to file any required government reports.
- Changes to Paragraph 21 include allowing notices to be provided to the party or the party's agent, adding overnight courier as a delivery option, and adding an additional line for a second phone number for each party.
- Reorganization of Paragraph 22 so that addenda and notices are now separated into the following categories: Financial, Leases, Additional Tests and Reports, Statutory Disclosures and Notices, and Other. Many of the references to addenda in other paragraphs of the contract were removed and consolidated in Paragraph 22.
- Broker Information page added Contact to the title and has been updated "to better reflect industry practice." Intermediary information has been moved to a separate section on the page.
- Terminology regarding the party's broker, whether for the seller or buyer, has been clarified.
- The informational disclosure of broker compensation at the bottom of Page 10 has been removed to help eliminate confusion. The removal does not apply to the Farm and Ranch Contract, where the language has been updated to reflect changes to Paragraph 12.

A TREC FORM TAKES THE PLACE OF A TEXAS REALTORS® FORM Seller's Notice to Buyer of Removal of Contingency Under Addendum for "Back-Up" Contract (TREC 62-0)

This notice is voluntary. It is a revised version of a form of the same name that used to be an exclusive form for Texas REALTORS® (TXR 1913). This form may be used to satisfy the notice required in Paragraph H of the Addendum for "Back-Up" Contract (TREC 11-9, TXR 1909) to notify the buyer that the First Contract is terminated and the Back-Up Contract is now in the first position. The seller should indicate the date the notice of termination of the First Contract is delivered to the buyer, which becomes the amended effective date of the Back-Up Contract. Delivery of the notice should be in accordance with Paragraph 21 of the contract.

UPDATES TO TEXAS REALTORS® FORMS

These revised Texas REALTORS® forms have an effective date of June 15, 2026.

Residential Real Estate Listing Agreement Exclusive Right to Sell (TXR 1101)

A significant update to the listing agreement is the removal of broker-to-broker compensation from Paragraph 5. This change aligns with recent updates to the TREC contracts, simplifies transactions, provides clarity to clients, reduces the risk of misunderstandings, and better aligns with the industry shift that began when cooperative compensation was removed from the MLSs and updates were made to Texas agency laws. Other changes to the listing agreement include:

- An option has been added in Paragraph 5 for additional compensation to the seller's broker when the buyer is unrepresented
- *Generators* has been added to the list of Improvements in Paragraph 2B to ensure consistency with the updated TREC forms
- Section references have been updated as necessary to reflect the foregoing changes.

Named Exclusion Addendum to Listing (TXR 1402)

References to specific paragraph numbers in the listing agreement have been removed to ensure compatibility with all Texas REALTORS® listing agreements.

Exclusive Agency Addendum to Listing (TXR 1403)

References to specific paragraph numbers in the listing agreement have been removed to ensure compatibility with all Texas REALTORS® listing agreements.

Amendment to Residential Listing Exclusive Right to Sell (TXR 1404)

- The title has been revised to clearly indicate it is intended to be used only with the *Residential Real Estate Listing Agreement Exclusive Right to Sell* (TXR 1101), and a notice has been added for the same purpose
- The language has been updated to align with the changes to Paragraph 5 of TXR 1101
- All references to TXR 1201 have been removed, as those changes will be made using a proposed new form TXR 1422.

Due to the variations among listing agreements, each listing agreement will have a unique amendment form.

Seller's Disclosure Notice (TXR 1406)

- To reduce confusion, *Cooktop* and *Range/Stove* have been combined in Section 1
- A table header has been added to the top of Pages 2 and 3 for additional clarity
- In Section 3, an option to select *other* was added to ensure that all diseased trees are disclosed and not just those affected by oak wilt
- *Alkali-Silica Reaction (ASR)* aka *Concrete Cancer* has also been added to Section 3 due to the increasing prevalence of this condition

- Additional disclosures have been added to Section 3 to include those that TREC has recently added to the TREC *Seller's Disclosure* as directed by the Sunset Commission. These include the presence of conservation easements, private road(s) on or adjoining the property, and additional disclosures relating to aboveground and underground storage tanks
- Section 5 has been moved to Section 8, and a new Section 5 was added for disclosure of all insurance covering the property, including whether the seller has been unable to insure the property. These additions align with additional disclosures added to the TREC *Seller's Disclosure* as directed by the Sunset Commission
- Section 10 (formerly Section 8) has been rearranged, as recommended by the forms task force
- Additional explanations have been added to Section 11 (formerly Section 9) to clarify that disclosure of inspections includes evaluations of systems such as the roof, HVAC, plumbing, electrical, and pool, as well as other specialized inspections. The table was removed, as it was deemed duplicative and unnecessary; a blank was added for the seller to disclose the number of reports provided; and a statement has been added to notify the seller of the legal requirement to disclose known material facts and defects
- A space to disclose the property's security system provider and phone number, if any, has been added to the *Additional Notices to Buyer* on the signature page.

Buyer/Tenant Representation Agreement – Long Form (TXR 1501)

- A statement has been added to Paragraph 3C emphasizing that *Market Area* should be completed and not left blank
- Language to clarify that attending an open house or a property showing without their broker does not violate the client's obligations to the broker has been added to Paragraph 6
- Paragraph 7C *Source of Compensation* has been reworded for clarity and to align with updates to the contracts and other forms
- The numbering in Paragraph 7D was updated for consistency
- Paragraph 7E was removed, as it is no longer necessary following the removal of broker-to-broker compensation from the residential listing agreement.

General Information and Notice to Consumers (TXR 1506)

- A notification has been added to the compensation paragraph that a broker may pay or receive a referral fee to or from another broker
- A paragraph explaining solar power systems has been added
- A disclaimer that the information is a general reference for consumers and not legal advice was added above the signature block.

Residential Buyer/Tenant Representation Agreement – Short Form (TXR 1507)

- A statement has been added to Paragraph 3C emphasizing that *Market Area* should be completed and not left blank
- *Market Area* has been capitalized throughout, as it is a defined term and to ensure consistency with other forms

- Language to clarify that attending an open house or property showing without their broker does not violate the client's obligations to the broker has been added to Paragraph 6
- Paragraph 7C *Source of Compensation* has been reworded for clarity and to align with updates to the contracts and other forms
- The compensation disclosure was updated for consistency with other forms.

New Residential Condominium Contract (Completed Construction) (TXR 1608)

The following changes have been made to align with changes to TREC contracts:

- Changed *option fee*, *earnest money*, and *contract* to lowercase throughout
- Added the definition of *Legal Holiday* in Paragraph 5A(2)
- Moved description of all attached addenda and notices in Paragraph 6 to Paragraph 22
- Updated Paragraph 8 disclosure and removed statement regarding brokers' fees
- Revised Paragraph 12: Paragraph 12A is now limited to buyer and seller expenses other than brokerage compensation; brokerage compensation is now addressed in Paragraph 12B and buyer now has the option to contribute toward seller's brokerage compensation; and Paragraph 12C has been reworded for clarity
- Changed the title of Paragraph 20 to *Governmental Requirements* and added a subparagraph 20B that requires parties to provide information needed by the escrow agent to file any required government reports
- Revised Paragraph 21 to permit notices by overnight courier and delivery to either the other party or *their agent*
- Reorganized Paragraph 22 and added notices, in addition to addenda, that are part of the contract
- Retitled and reorganized *Broker Contact Information* page and moved intermediary information to its own section
- Removed disclosure relating to broker-to-broker compensation at the bottom of page 12.

New Residential Condominium Contract (Incomplete Construction) (TXR 1609)

The following changes have been made to align with changes to TREC contracts:

- Changed *option fee*, *earnest money*, and *contract* to lowercase throughout
- Added definition of *Legal Holiday* in Paragraph 5A(2)
- Moved description of all attached addendums and notices in Paragraph 6 to Paragraph 22
- Updated Paragraph 8 disclosure and removed statement regarding brokers' fees
- Revised Paragraph 12: Paragraph 12A is now limited to buyer and seller expenses other than brokerage compensation; brokerage compensation is now addressed in Paragraph 12B and buyer now has the option to contribute toward seller's brokerage compensation; and Paragraph 12C has been reworded for clarity

- Changed the title of Paragraph 20 to *Governmental Requirements* and added a subparagraph 20B that requires parties to provide information needed by the escrow agent to file any required government reports
- Revised Paragraph 21 to permit notices by overnight courier and delivery to either the other party *or their agent*
- Reorganized Paragraph 22 and added notices, in addition to addenda, that are part of the contract
- Retitled and reorganized *Broker Contact Information* page and moved intermediary information to its own section
- Removed disclosure relating to broker-to-broker compensation at the bottom of page 12.

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

Clarification was added that *sight unseen* refers to a property not physically viewed in person.

Residential Contract Critical Date List (TXR 1958)

To align with TREC's changes to the contracts, *federal reserve bank holiday* was changed to *Legal Holiday*.

Notice to Pay Rent or Vacate (TXR 2232)

This form must be used if a tenant has not previously been late or delinquent in paying rent and the default is based only on the nonpayment of rent. The form has been updated so that it may also be used when a tenant has been late or delinquent in paying rent previously or when there is an additional default under the lease.

Wire Fraud Warning (TXR 2517)

The title was changed to *Consumers Beware* from *Buyers and Sellers Beware* to allow the form to be used across a broader range of transaction types, and the signature lines were updated accordingly.

NEW TEXAS REALTORS® FORMS

Property Condition Statement (TXR 1421)

- New form that allows the seller to disclose the items required in Paragraph 7 of certain contracts, such as the *Farm and Ranch Contract* (TXR 1701), *Unimproved Property Contract* (TXR 1607), and *New Home Contracts* (TXR 1603 & 1604)
- This form may be used in addition to, or in transactions where the seller is not required to provide, the notice described in §5.008 of the Texas Property Code.

Amendment to Farm and Ranch Listing Exclusive Right to Sell (TXR 1422)

New form specifically for use to amend the *Farm and Ranch Real Estate Listing Agreement Exclusive Right to Sell* (TXR 1201)

Amendment to Residential Listing Exclusive Right to Lease (TXR 1423)

New form specifically for use to amend the *Residential Real Estate Listing Agreement Exclusive Right to Lease* (TXR 1102)

Amendment to Commercial Listing Agreement (TXR 1424)

New form specifically for use to amend any of the three *Commercial Real Estate Listing Agreements* (TXR 1301, 1302 & 1303)

Previously, *Amendment to Listing* (TXR 1404) was used to amend any of the Texas REALTORS® listing agreements. Now, due to variations among the listing agreements, each listing agreement will have a unique amendment form.

TEXAS REALTORS® FORMS TO BE RETIRED

Commercial Lease Addendum for Expense Reimbursement (TXR 2103)

This form is being retired as the language in it has been incorporated into the Texas REALTORS® *Commercial Lease* (TXR 2101).

Compensation Agreement Between Broker and Owner (TXR 2401)

Retiring this form will help reduce confusion and encourage the parties to use Paragraph 12 of the contract to negotiate compensation contributions from the other party.

Compensation Agreement Between Brokers (TXR 2402)

- This form is being retired to align with the removal of broker-to-broker compensation from the *Residential Real Estate Listing Agreement Exclusive Right to Sell* (TXR 1101)
- Retiring this form will help reduce confusion and encourage the parties to use Paragraph 12 of the contract to negotiate compensation contributions from the other party.

Although broker-to-broker compensation is not illegal, it will not be an option in the Texas REALTORS® residential listing agreement.