

2025

# TREC FORMS

*Your guide to changes this year*

By early January, some Texas real estate forms will look slightly different after over a dozen changes were adopted by the Texas Real Estate Commission (TREC) at its November 2024 meeting. These changes take effect on January 3, 2025, and agents can find the new forms on the [TREC website](#). It's essential for all agents — real estate and escrow — to understand the highlights of these changes that they'll see on contracts and forms moving forward.

## The following is a list of hyperlinked TREC forms that include referenced changes on the contract itself for easy recognition.

[Unimproved Property Contract \(TREC 9-17\)](#)

[One to Four Family Residential Contract \(Resale\) \(TREC 20-18\)](#)

[New Home Contract \(Incomplete Construction\) \(TREC 23-19\)](#)

[New Home Contract \(Completed Construction\) \(TREC 24-19\)](#)

[Condominium Resale Certificate \(TREC No. 32-5\)](#)

[Addendum for Section 1031 Exchange \(TREC 60-0\)](#)

[Third Party Financing Addendum \(TREC 40-11\)](#)

[Amendment to Contract \(TREC 39-10\)](#)

[Residential Condominium Contract \(Resale\) \(TREC 30-17\)](#)

[Farm and Ranch Contract \(TREC 25-16\)](#)

[Addendum for "Back-Up" Contract \(TREC 11-8\)](#)

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## Description of Adopted Changes Throughout Above Forms

1. Paragraph 4 is updated to include "geothermal" in the definition of Natural Resource Leases, reflecting a 2023 law change granting property owners rights to the geothermal energy beneath their land, allowing them to drill or produce this energy and related resources.
2. To align with a revised Texas Department of Insurance rule, Paragraph 6C(1) now permits the use of the T-47.1 Declaration (which doesn't require notarization) instead of the T-47 Affidavit when providing an existing survey to the Buyer. Paragraph 6C(2) has been revised to state "Buyer may obtain a new survey" instead of "Buyer shall obtain a new survey." It also clarifies that failure to obtain the survey does not give the Buyer the right to terminate the contract under Paragraph 2B of the Third Party Financing Addendum.
3. A new Paragraph 6E(11) is added, mandating that sellers provide buyers with any mold remediation certificates issued within the last five years, except in the Unimproved Property Contract, as required by Texas law.
4. Paragraph 6E(12) is revised to include examples of required notices and a warning that failing to provide these notices may entitle the Buyer to remedies, such as contract termination.
5. In response to discussions on broker compensation, Paragraphs 12A(1)(a) and 12A(2) specify that each party pays their agreed-upon brokerage fees. Paragraph 12A(1)(b) is revised to allow a specific seller contribution to

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the buyer's brokerage fees, and a new Paragraph 12A(1) (c) addresses other seller contributions, previously in Paragraph 12A(1)(b), with the removal of language about payment order and fee type limitations.

6. The Broker Information section in contracts (excluding the Farm and Ranch Contract) is updated to remove the MLS reference and add checkboxes for brokerage fees to be shown as either a percentage or a dollar amount.
7. Paragraph 20 is retitled "Federal Requirements" from "Federal Tax Requirements," and new Paragraph 20B in the Farm and Ranch contract includes obligations under the federal Agriculture Foreign Investment Disclosure Act.
8. In the Third Party Financing Addendum, Paragraph 2A (Buyer Approval) now requires a termination notice and a written lender statement, similar to Paragraph 2B (Property Approval). Paragraph 2B's language is adjusted to clarify the timing of termination notices, addressing prior inconsistencies.

9. "Requirements" in Paragraph 4 is changed to singular, with a corresponding update to a paragraph reference.
10. The Condominium Resale Certificate is revised to align the language in Paragraphs K and L with Texas Property Code section 82.157.
11. In the Unimproved Property contract, Paragraph 3D adopts the same sales price adjustment language as the Farm and Ranch contract, and a dollar sign is added to Paragraph 3D in the Farm and Ranch contract.
12. To address confusion over Paragraph 11, Special Provisions, the Addendum for "Back-Up" Contract is revised for clarity on earnest money and option fee timing and payment, incorporating similar language from Paragraph 5 of the contract.
13. A new Addendum for Section 1031 Exchange is created, allowing parties to disclose their intent to use the property for a 1031 exchange and agreeing to cooperate. This addendum, rather than contract inclusion, avoids unnecessary confusion. A reference to this addendum is added to Paragraph 22 of the contract.

