Texas
Promulgated Contracts

Walt Huber
Glendale Community College

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Special thanks to the TEXAS REAL ESTATE COMMISSION (TREC) and the TEXAS ASSOCIATION OF REALTORS (TAR)® for allowing us to reprint their forms. Endorsement is not implied.

Texas Licensing Requirements are Changing

Note: Effective September 1, 2012, Pre-license education requirements for a salesperson license will change from 210 total hours to 180 core hours. Core hours must consist of Principles of Real Estate (60 classroom hours); Law of Agency (30 classroom hours); Law of Contracts (30 classroom hours); Promulgated Contracts (30 classroom hours); and Real Estate Finance (30 classroom hours). Related course credit may no longer be used to meet education requirements for a salespersons license.
Preface **Rewrite**

The law of contracts is of utmost importance to all Texas real estate professionals. Brokers and salespersons are, after all, hired to properly complete real estate contracts, so it is imperative to become familiar with these contracts in order to make a living! Contracts also define the relationship between salespersons and brokers, including the percentage of commissions paid to salespersons by brokers. Just as important, contracts play a significant role in the relationship between licensees and property sellers and buyers, which establish what activities are expected by clients and the compensation for those services.

Contracts for the purchase and sale of real estate must be in writing to be enforceable, and, in Texas, real estate contracts are highly regulated. Due to the complexity of real estate transactions and the absolute necessity for licensees to use and properly complete the appropriate (promulgated or approved) contract forms, this text can make the difference between a successful career and license revocation; not to mention exposure to prosecution and lawsuits.

It’s obvious that a thorough knowledge of contract law is essential to anyone involved in the purchase or sale of real estate. In order to fulfill your obligations to the Texas Real Estate Commission (TREC) and the expectations of your clients, you owe it to yourself to find the best textbook available on the subject of contracts. This is that book!

Rodrigo (Rod) Rodriguez is a long-time practicing attorney who holds a Doctor of Jurisprudence from the University of Houston Law Center and a BA degree from St. Mary’s University in San Antonio. In addition to being a Texas real estate licensee, he is a member of the Texas Real Estate Teacher’s Association, where he holds the Certified Real Estate Instructor (CREI) designation.

A former award-winning journalist and distinguished public speaker, Rodriguez served on the front lines during the Savings and Loan Crisis of the 1990s. As a result of his work with the FDIC, he is considered a subject matter expert on the topic of bank resolutions by the World Bank in Washington, DC.

A special thanks for the valuable assistance given by the people who helped design and produce this book: Philip Dockter, art director; Melinda Winters and Troy Stacey, cover design; Colleen Taber, executive editor; Linda Serra and Andrea Adkins, editors, and Rick Lee, prepress editor and layout.
### Texas Promulgated Contract Forms and Addenda
(Forms used in this book are in blue. To see form, click on form number)

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