Agent Training January 19th, 2025



Agent Updates

Tell Us About

Family
Vacation
Life Event
Client Story
Things you've heard from other agents



San Jacinto Properties Agent Transaction Totals



2023 VS <u>2024</u>

115 Total Transactions 67

\$28,352 5% to Broker \$14,232

1 Agents that Made 5K Theshold 0

Jerrice = 24 Top Transaction Agents Jerrice = 15

Weiye = 17 Kelly =6

Destiny = 13 Ashley = 6

Jeremy = 10 Weiye = 6

The TREC 20-18 - Changes for 2025

Paragraph 6C: Survey now allows for T-47 OR T-47.1

(Address of Property) C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only) (1) Within 3 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not_accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at Seller's X Buyer's expense no later than 3 days prior to Closing Date. Within days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained. Within days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

T-47 RESIDENTIAL REAL PROPERTY AFFIDAVIT

Date:	GF No					
Name of Af	fiant(s):					
	Affiant:					
Description	of Property:					
	, Texas					
	vey:					
	pany" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliand tements contained herein.					
	the undersigned notary for the State ofpersonally appeared Affiant(s) who at a duly sworn, stated:					
1.	I am an owner of the Property. (Or state other basis for knowledge by Affiant of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners.")					
2.	I am familiar with the property and the improvements located on the Property.					
3.	3. I am closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. I understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. I understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.					
4.	To the best of my actual knowledge and belief, since Date of the Survey, there have been no: a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools, deckings, or other permanent improvements or fixtures; b. changes in the location of boundary fences or boundary walls;					
	c. construction projects on immediately adjoining property(ies) which construction occurred on or near the boundary of the Property;					
	 conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property. 					
	EXCEPT for the following (If None, Insert "None" Below):					
5.	Affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of					

improvements.

T-47

Affidavit

I understand that I have no liability to Title Company should the information in this Affidavit
be incorrect other than information that I personally know to be incorrect and which I do not
disclose to the Title Company.

Requires Notary

I declare under penalty of perjury that the foregoing is true and correct. Signed:	I declare under penalty of perjury that the foregoing is true and correct. Signed:
Affiant	Affiant
SWORN AND SUBSCRIBED this day of _	,
	Notary Public

(TXR 1907) 11-01-2024 Page 1 of 2 (TXR 1907) 11-01-2024 Page 2 of 2

T-47.1 RESIDENTIAL REAL PROPERTY DECLARATION IN LIEU OF AFFIDAVIT (Provided in accordance with Texas Civil Practice and Remedies Code Section 132.001)

Date:		GF No				
Declara	mt:					
Descrip	tion of P	roperty:				
County		, Texas				
Date of	Survey:					
upon th	e stateme	as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance ents contained herein.				
The und	dersigned	declares as follows:				
1.	 I am an owner of the Property. (Or state other basis for knowledge of the Property, such as lease, management, neighbor, etc. For example, "Declarant is the manager of the Property for the record title owners.") 					
2.	. I am familiar with the property and the improvements located on the Property.					
3.	I am closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. I understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. I understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.					
4.	4. To the best of my actual knowledge and belief, since the Date of the Survey, there have been no:					
	a.	construction projects such as new structures, additional buildings, rooms, garages, swimming pools, deckings, or other permanent improvements or fixtures;				
	b.	changes in the location of boundary fences or boundary walls;				
	c.	construction projects on immediately adjoining property(ies) which construction occurred on or near the boundary of the Property;				
	d.	conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.				
	EXCEPT for the following (If None, Insert "None" Below):					

T-47.1

5. I understand that Title Company is relying on the truthfulness of the statements made in this Declaration to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Declaration is not made for the benefit of any other parties and does not constitute a warranty or guarantee of the location of improvements.

- I understand that I have no liability to Title Company should the information in this Declaration be incorrect other than information that I personally know to be incorrect and which I do not disclose to the Title Company.
- ALL STATEMENTS IN THIS DECLARATION ARE TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT ANY PERSON INTENTIONALLY MAKING A FALSE STATEMENT MAY BE LIABLE FOR ACTUAL AND/OR PUNITIVE DAMAGES.

My name is My date of birth is and my address is	My name is My date of birth is and my address is
I declare under penalty of perjury that the foregoing is true and correct.	I declare under penalty of perjury that the foregoing is true and correct.
Executed in County, State of, on the	Executed in County, State of, on the
Signed:	Signed:
Declarant	Declarant

Requires signatures of sellers but does not need to be notarized

Form T-47.1 Sec. V Effective November 1, 2024 Form T-47.1 Sec. V Effective November 1, 2024

Paragraph 12 of the contract now includes a space for the seller to agree to pay all or a portion of the Buyer Agent commission. Any amount the <u>seller</u> will pay to the Buyer Agent goes in 12A1(b) and can be a flat fee amount or a %. The seller can still contribute to the buyer's closing costs in 12A1(c)

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay:

 □ \$_____ \or \overline{\chi} \frac{2.000}{0}\% \text{ of the Sales Price (check one box only); and}
 - (c) an amount not to exceed \$3,000.00 to be applied to other Buyer's Expenses.
 - (2) Buyer shall pay the fellowing expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

Seller contribution to Buyer Agent commission

Seller Contribution to Buyer Closing Costs

How do Buyer's Agents know if a commission is being offered?

1) Ask the listing agent 2) send an offer requesting a commission by using TXR 2401 or TXR 2402



COMPENSATION AGREEMENT BETWEEN BROKER AND OWNER

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZE @Texas Association of REALTORS® Inc. 2024

_	
	PARTIES: The parties to this Agreement are:
	Owner: Sheldon Sellerson
	Address: 5389 Maple Street City, State, Zip: Deer Park, TX 77536
	Phone: (123)456-7890 E-Mail/Fax: sheldons@gmail.com
	Broker: Big Broker Realty Angela Agent
	Address: 4444 Center Street
	City, State, Zip: Deer Park, TX 77536
	Phone: (713)894-9436 E-Mail/Fax: angelaa@bigbrokerrealty.com
	PROPERTY: "Property" means the following real property in Texas, together with all its improvements and
	fixtures:
	Address: 5839 Maple Street City: Houston County: Harris Zip: 77536
	Legal Description (Identify exhibit if described on attachment): Lot 7, Block 13 Deer View Estates Sec
	2,77536
•	ASKING PRICE: Owner is presently asking: A. \$305.000.00 to sell the Property; and
	A. \$ 305,000.00 to sell the Property; and to lease the Property.
	REGISTRATION: Broker registers Brett and Beatriz Buyer
•	(Prospect) with Owner.
	TERM: This Agreement begins on August 22, 2024 and ends at 11:59 pm on September 30, 2024
	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. <u>Sales</u> :
	(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:
	X (a) 2.500 % of the sales price; or
	(b) N/A
	(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
	(b) Owner's breach of this Agreement; or (c) Owner's breach of a binding contract to sell the Property to Prospect.
	(-)

TXR 2401 Seller Paying Buyer Agent Commission

> **TXR 2402 Listing Broker Paying Buyer Agent Commission**

TEXAS REALTORS

COMPENSATION AGREEMENT BETWEEN BROKERS

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

- PARTIES: The parties to this Agreement are: Listing/Principal Broker: Big Balloon Realty Full Address: 4444 Center Street, Deer Park, TX 77536 E-Mail/Fax: mail@bigbaloonrealty.com Phone: (123)456-7890 Cooperating Broker: San Jacinto Properties Full Address: 3222 Somerton Dr. La Porte, TX 77571 Phone: (713)894-9436 E-Mail/Fax: Dave@SanJacintoProperties.com 2. PROPERTY: "Property" means the following real property in Texas, together with all its improvements and fixtures
- Full Address or Description: 5839 Maple Street, Houston, TX 77536

or as described in an attached exhibit.

- 3. REGISTRATION: Cooperating Broker registers Brenton Barnes and Brianna Barnes (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 August 22, 2024 and ends at 11:59 pm on September 30, 2024
- 5. COOPERATING BROKER'S FEES:
- A. Fees: When Earned and Payable, Listing/Principal Broker will pay Cooperating Broker (complete all that apply): (1) (Sale) 2,500 % of the sales price or \$ N/A
- (2) (Lease) N/A % of one full month's rent Client is obligated to pay under the lease or \$ N/A
- 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.

Big Balloon Realty	469898	San Jacinto Properties	469898
Listing/Principal Broker's Printed Name	License No.	Cooperating Broker's Printed Name	License No.
Listing/Principal Broker's Signature	Date	Cooperating Broker's Signature	Date
(X or Broker's Associate)		(X or Broker's Associate)	
Alan Agently		Angela Agent	469898
Listing/Principal Broker's Associate's Printed Name	License No.	Cooperating Broker's Associate's Printed Name	License No.

(TXR-2401) 06-24-24 Page 1 of 3

Phone: 713.894.9436

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

(TXR-2402) 06-24-24

Phone: 713 894 9436 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Page 1 of 1

Bottom of Page 10 – <u>Listing Broker</u> paying Buyer Agent Commission

13)222-2222	(3456 Elgin)333-3333	722 Spencer Hwy W (713)333-3333	
Phone	Address	ne Listing Broker's Office Address		•	Other Broker's Address
77012	TX	Houston	77505	TX	Pasadena
Zip	State	City	Zip	State	City
License No.	ne	Selling Associate's Name			
		Team Name			
Phone	ail Address	Selling Associate's Email A			
License No.	Selling Associate	Licensed Supervisor of Se			
	ce Address	Selling Associate's Office A			
Zip	State	City			

This is only filled in if the <u>Listing</u>

<u>Broker</u> is paying the Buyer Agent
commission. You will also need a TXR
2402 to have the agreement in writing

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$_____ or ______ % of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

If the SELLER is paying the Buyer Agent commission, you DO NOT put anything here



San Jacinto Properties

(713) 894-9436 3222 Somerton Dr. La Porte, TX. 77571 SanJacintoProperties.com

TO: Mary Jones email: Mary Jones@stewarttitle.com

FROM: Alex Agent email: Alexagent95@gmail.com

PROPERTY ADDRESS: 9547 Havard Street, La Porte TX 77571

BUYER: Bill & Theresa Drees SELLER: Liam and Grace Padilla

COMMISSION DISBURSEMENT AUTHORIZATION FORM

San Jacinto Properties represents the X BUYER SELLER In this transaction. Per the terms of the representation agreement, contract, and/or the Broker Fees Addendum (TXR 2406) our brokerage has earned a commission as indicated below					
TOTAL COMMISSION: \$ 7450.00 . Please disburse the funds as follows					
1. \$ <u>7077.50</u>	to Alex Agent	_ p	aid by <u>Selle</u>	er	(TXR 2401)
2. \$	to	p	aid by		
3. \$_ 372.50	to David Turnquist (E	Brokei	r) paid by <u>Se1</u>	ler	(TXR 2401)
Dave Turaquist AZATCIBC7576493	Broker	Sign	ature (TREC	#469	9898)
Rroker Check should be mailed to: 3222 Semantan Dr. La Ponte TV 77571					

If not picked up at closing by the agent, the Agent Check should be mailed

David Turnquist Broker #469898



Dave@SanJacintoProperties.com

SanJacintoProperties.com

Modified August 2024

San Jacinto Properties CDA

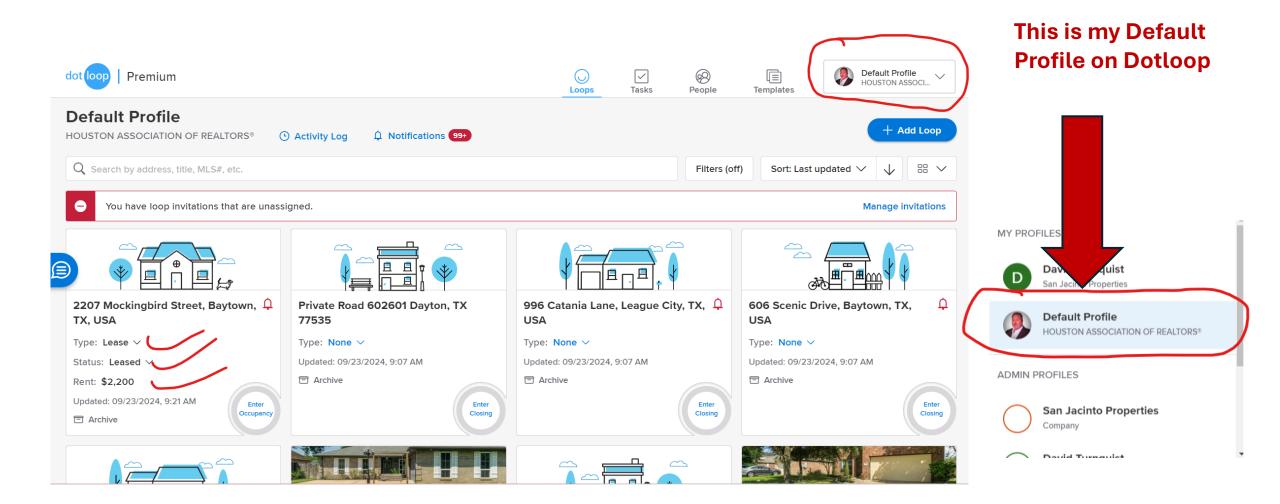
- 1) Be sure to fill this out and send to me & Title Co. at least 3 days before your closing
- 2) Put the Total \$ amount of the commission in the blank that says TOTAL COMMISSION
- 3) Calculate your 95% split
- Calculate my 5% split
- 5) Be sure to enter who is paying the commission. Seller (2401), Listing Broker (2402), or Buyer (Buyer Rep. Agreement)
- 6) After I sign this form, be sure to upload it into Dotloop so I can access it whenever I need to in case there is a question from Title or the client or when I am entering closed transactions each month on my spreadsheet.



If you have an open house, do potential buyers that attend have to sign a Buyer Representation Agreement before being allowed in? NO, Open Houses are EXEMPT from the Buyer Representation rule. However, you must make it clear (IABS) that you represent the seller.

If the buyer decides that they don't like the house, can you then contact them as a potential buyer client? YES, however you must obtain a SIGNED Buyer Representation Agreement before you show them any other homes.

DOTLOOP: Remember to post all signed documents into Dotloop within 24 hours and ADD ME and SHARE so that I can see them. Do Not wait until you are getting ready to close on a property to upload all the documents. Be sure to complete all the fields too TYPE, STATUS, PRICE and update it when there is a change. Upload a PHOTO of the property too. **BE SURE TO UPLOAD YOUR SIGNED CDA'S AS WELL**



http://www.sanjacintoproperties.com/agentsonly.htm

UPDATED January 2025

SAMPLE CONTRACTS

Updated October 2024

Information About Brokerage Services

1-4 Family Residential Contract

Third Party Financing Addendum

Amendment To Contract

Residential Listing Agreement

Seller's Disclosure Notice

Termination of Contract

Release of Earnest Money

Seller's Invitation to Submit New Offer

Seller's Temporary Lease

Lead Based Paint Addendum

HOA Addendum

Residential Lease

Buyer-Tenant Representation Agreement
Buyer's Right to Terminate for Appraisal

Agent Training Videos (Video Tutorials)

Agent Iraining Slidechowe (from our meetings)

Links to Helpful Articles

https://www.har.com/education

10 Things You Should Do Every Week

Agent Safety Tips

TXR 2406 - Addendum Regarding Broker Fees

TXR 2401 - Compensation Agreement Between Broker & Owner

TXR 2402 - Compensation Agreement Between Brokers

Amendment to Buyer Representation Agreement (TXR 1505)

Listing Checklist

MLS Listing Data Sheet

Preparing Your Home To Sell

Market Value Pyramid

Seller Information for Title Company

Seller's Additional Info to Buyer

Selling Your Home - What You Can Expect

Seller's Checklist

LEASE CHECKLIST

Texas Property Code Requirements Video

Lease Application Instructions

Referral Agreement (TXR 2405)

SAMPLE CDA Filled Out

Top Things to Remember for 2025

- 1) You MUST have a signed Buyer Representation Agreement in place before you show a buyer a home.
- 2) If you are the LISTING AGENT you can show the home to buyers that don't have agents but must give them a copy of the IABS and tell them that you represent the seller
- 3) Sellers and Listing Agents are NOT REQUIRED to offer any commission to Buyer Agents. If you expect to get paid you will either need to get your commission from the BUYER or complete a TXR 2401 or 2402 and hope the seller or listing broker will agree to pay you.
- 4) Be sure that you have included a TXR 2401 or TXR 2402 with your offer so that you have a signed contract to get paid. Otherwise, your Buyer Representation Agreement will determine how much the buyer has to pay you at closing. Check with the lender to make sure the buyer has the cash reserves to qualify for the loan if they have to pay your commission as well.
- 5) Sellers can use a T-47 or T-47.1 when re-using a survey
- 6) Make sure you do not mention any commissions or financing in the MLS Remarks or Agent Remarks

NO UPFRONT FEE LEAD SOURCES

















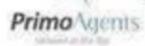








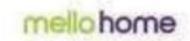
















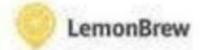












PARTNER AGENT NETWORK













More and more sellers are cutting commissions to buyer agents to 2% and 1% and in some cases 0%. Be prepared to have to deal with this possibility and explain this to your buyer clients upfront. Remember that 3% of zero is still zero, so do whatever it takes to close a deal and get paid.

If you are listing a home, explain to your seller the importance of cooperating with other agents and paying them a commission to show the home to their buyers. It is hard to sell a home when other agents won't show it. When you run comps be sure to look at Days on Market in that area to show your clients what the market conditions are currently doing. If your buyer or seller is unreasonable, move on and cut your losses

One of the plaintiffs in the NAR lawsuit (a seller) has now started his own real estate brokerage with the help of investors. His company is charging flat fees and a-la-cart menus for sellers to choose from to save money on their listing. They can save by providing their own photos, showing the home themselves and filling in the contracts themselves. Offers are submitted through an online portal and sellers can choose to pay for an agent to assist them with the forms or do it themselves. No listings are more than 1% (yet) and because everything is online (except the showings) it is more cost effective and streamlined. The seller has a much more active role in the process. The listings are entered into MLS by an agent and the agent also provides comps to help establish a list price. The sellers can pay for additional services such as showings, open houses, etc, or they can do all that themselves. This won't eliminate the traditonal brokerages or agents, but it will start to impact our industry if this idea spreads and more tech savvy sellers in their 20's – 40's catch on.

Questions? Comments? Concerns?



My YouTube Training Video Channel

https://www.youtube.com/@CoogDave