

1-4 Family Residential Contract (Resale)

CONTRACTS | TXR 1601 | TREC 20-19

FITZ & CO. REAL ESTATE

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TXR 1601 / TREC 20-19

Residential Contracts

TREC effective 07/01/2026

What this form is for

Designed for resales of 1-4 single family dwellings. Not to be used for condominiums or in complex transactions. May be used for resales of townhomes or patio homes. Appropriate addenda may be attached. Not to be used for transactions known as "contracts for deed," "wraps," or "lease purchases."

Key sections and how to complete the form

Use the form in order. The sections below explain the main decisions, blanks, disclosures, or deadlines the form is designed to address. Complete the actual form from the transaction facts and the instructions printed on the current version.

1. Parties

The parties to this contract are (Seller) and (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. Property

The land, improvements and accessories are collectively referred to as the Property (Property). A. LAND: Lot Block , Addition, City of , County of , Texas, known as (address/zip code), or as described on attached exhibit. B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and...

3. Sales Price

A. Cash portion of Sales Price payable by Buyer at closing \$ The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract. B. Sum of all financing described in the attached: q Third Party Financing Addendum, q Loan Assumption Addendum, q Seller Financing Addendum \$ C. Sales...

4. Leases

Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes) q A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases...

5. Earnest Money And Termination Option

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to (Escrow Agent) at (address): \$ as earnest money and \$ as the option fee. The earnest money and option fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment. (1) Buyer shall deliver additional earnest money of \$ to Escrow Agent within days after the Effective...

6. Title Policy And Survey

A. TITLE POLICY: Seller shall furnish to Buyer at q Seller's q Buyer's expense an owner policy of title insurance (Title Policy) issued by (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions: (1)...

7. Property Condition

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities...

8. Broker Or Sales Agent Disclosure

Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker

9. Closing

A. The closing of the sale will be on or before , 20 , or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15. B. At closing: (1) Seller shall execute and deliver a general warranty deed conveying title to the...

10. Possession

A. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: upon closing and funding according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will...

11. Special Provisions

(This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's...

12. Settlement And Other Expenses

A. EXPENSES: The following expenses must be paid at or prior to closing: (1) 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; and other expenses payable by Seller under this contract; and (b) an amount not to...

13. Prorations

Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations...

14. Casualty Loss

If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the...

Related forms and resources

Paragraph 22 is the addenda checklist. Start with the contract, then review the groups below. Do not attach every form; attach the forms that match the financing, property, occupancy, disclosure, or negotiation facts.

Financial

Third Party Financing Addendum

TXR 1901 · TREC 40-11

Review when: The buyer is obtaining third-party financing and the contract will be contingent on the financing described in the addendum.

Sale of Other Property by Buyer

TXR 1908 · TREC 10-6

Review when: The buyer needs proceeds from the sale of another property.

Addendum Concerning Right to Terminate Due to Lender's Appraisal

TXR 1948 · TREC 49-1

Review when: The buyer and seller are considering an appraisal-based termination right, the Third Party Financing Addendum is attached, and the financing is not FHA/VA.

Seller Financing Addendum

TXR 1914 · TREC 26-8

Review when: The seller will finance part of the sales price.

Addendum For Section 1031 Exchange

TXR 1956 · TREC 60-0

Review when: Buyer or seller intends to use the property in a Section 1031 exchange.

Short Sale Addendum

TXR 1918 · TREC 45-2

Review when: The sale requires lienholder approval because proceeds are insufficient to satisfy liens.

Loan Assumption Addendum

TXR 1919 · TREC 41-3

Review when: The buyer will assume an existing loan.

Release of Liability on Assumed Loan and/or Restoration of Seller's VA Entitlement

TXR 1920 · TREC 12-3

Review when: An assumed loan raises release-of-liability and/or restoration-of-VA-entitlement issues.

Leases and possession

Addendum Regarding Residential Leases

TXR 1953 · TREC 51-1

Review when: Existing residential leases affect the property.

Addendum Regarding Fixture Leases

TXR 1954 · TREC 52-1

Review when: Leased fixtures affect the property.

Buyer's Temporary Residential Lease

TXR 1911 · TREC 16-7

Review when: Buyer will occupy the property before closing under a temporary lease.

Seller's Temporary Residential Lease

TXR 1910 · TREC 15-7

Review when: Seller will remain after closing under a temporary lease.

Additional tests and reports

Addendum for Authorizing Hydrostatic Testing

TXR 1949 · TREC 48-1

Review when: The buyer wants a hydrostatic plumbing test and the seller must separately authorize it in writing.

Environmental Assessment, Threatened or Endangered Species

TXR 1917 · TREC 28-2

Review when: Environmental, wetlands, or threatened/endangered-species due diligence is being added.

Statutory disclosures and notices

Addendum For Seller's Disclosure of Information On Lead-Based Paint and Lead-Based Paint Hazards as Required by Federal Law

TXR 1906 · TREC 56-0

Review when: The dwelling was built before 1978 and the federal lead disclosure applies.

Addendum For Property In A Propane Gas System Service Area

TXR 2514 · TREC 47-0

Review when: The property is in a propane gas system service area.

Addendum for Property Located Seaward of the Gulf Intracoastal Waterway

TXR 1916 · TREC 34-4

Review when: The property is located seaward of the Gulf Intracoastal Waterway.

Addendum Containing Notice of Obligation to Pay Improvement District

TXR 1955 · TREC 53-0

Review when: The property is subject to an improvement-district assessment/PID notice.

Seller's Disclosure about Groundwater and Surface Water Rights

TXR 1425 · TREC 61-0

Review when: The seller water-rights disclosure requirement must be reviewed under Paragraph 7 and the property facts.

MUD, Water District & CCN Notices

Texas statutory notice guide

Review when: District or utility-service facts indicate a statutory notice may be required. Some notices must be delivered before contract execution.

Other transaction facts

Addendum for Property Subject to Mandatory Membership in a Property Owners Association

TXR 1922 · TREC 36-11

Review when: The property is subject to mandatory membership in a property owners association. Do not use this form for condominiums.

Non-Realty Items Addendum to Contract

TXR 1924 · TREC OP-M

Review when: Non-realty items are being conveyed and need to be separately identified.

Addendum for "Back-up" Contract

TXR 1909 · TREC 11-9

Review when: The offer is intended to be a back-up contract behind an existing first contract.

Addendum for Oil, Gas, and Other Minerals

TXR 1905 · TREC 44-3

Review when: The seller intends to reserve all or part of the mineral estate.

Use the current official form

This page explains the form; complete the current official TREC version for the transaction. Form shown in this resource: **TREC 20-19**.

Need further assistance?

For transaction-specific questions, contact your broker or **Broker Rochelle Fitzgerald** at Fitz & Co. Real Estate.

Educational resource

For educational purposes only. Agents should verify current forms and consult with their broker when needed.

Fit & Co. Texas Resource Center | Educational resource. Use the current form version for the transaction.

