New Home Contract (Complete Construction)

CONTRACTS | TXR 1604 | TREC 24-20

FITZ & CO. REAL ESTATE

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TXR 1604 / TREC 24-20 | Residential Contracts | TREC effective 07/01/2026

What this form is for

Designed for sales of new homes when construction is complete. Not to be used for condominiums or in complex transactions. May be used for sales of new townhomes or patio homes when construction is complete. Appropriate addenda may be attached. TREC, by policy, considers "new" to mean that the property has never been occupied. After initial occupancy by a homeowner or tenant the property is considered a "resale." 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

Lot ,Block , Addition, City of ,County of , Texas, known as (address/zip code), or as described on attached exhibit, together with: (i) improvements, fixtures and all other property located thereon; and (ii) all rights, privileges and appurtenances thereto. All property sold by this contract is called the Property (Property). RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other…

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 Price…

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…

6. Title Policy And Survey

A. TITLE POLICY: Seller shall furnish to Buyer at qSeller’s qBuyer’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. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract…

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 or sales agent or the broker or sales agent’s spouse, parent or child is a beneficiary, to notify the other party in…

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…

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: q upon closing and funding q 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; (b) an amount not to…

13. Prorations And Rollback Taxes

A. 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…

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

This is a main contract. Review the related forms below by transaction fact—financing, leases, possession, testing, statutory notices, property associations, mineral rights, and other negotiated terms. Attach only what applies.

Third Party Financing Addendum

TXR 1901 · TREC 40-11

Review when: Third-party financing: use when the contract is contingent on the buyer obtaining the financing described in the addendum.

Sale of Other Property by Buyer

TXR 1908 · TREC 10-6

Review when: Sale of other property: review when the buyer's purchase depends on receiving proceeds from another property sale.

Addendum Concerning Right to Terminate Due to Lender's Appraisal

TXR 1948 · TREC 49-1

Review when: Appraisal termination right: review only with the Third Party Financing Addendum and not for FHA/VA financing.

Seller Financing Addendum

TXR 1914 · TREC 26-8

Review when: Seller financing: use when the seller will finance part of the purchase price.

Addendum For Section 1031 Exchange

TXR 1956 · TREC 60-0

Review when: Section 1031 exchange: review when either party intends to use the transaction as part of a like-kind exchange.

Loan Assumption Addendum

TXR 1919 · TREC 41-3

Review when: Loan assumption: 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: Assumed loan/VA entitlement: may be used with an assumption when release of seller liability and/or restoration of VA entitlement is part of the transaction.

Addendum Regarding Residential Leases

TXR 1953 · TREC 51-1

Review when: Existing residential leases: review when tenants have rights under residential leases affecting the property.

Addendum Regarding Fixture Leases

TXR 1954 · TREC 52-1

Review when: Fixture leases: review when leased fixtures such as solar panels, propane tanks, water softeners, or security systems affect the property.

Buyer's Temporary Residential Lease

TXR 1911 · TREC 16-7

Review when: Buyer temporary lease: review if the buyer will occupy the property before closing for the period allowed by the form.

Seller's Temporary Residential Lease

TXR 1910 · TREC 15-7

Review when: Seller temporary lease: review if the seller will remain in the property after closing for the period allowed by the form.

Addendum for Authorizing Hydrostatic Testing

TXR 1949 · TREC 48-1

Review when: Hydrostatic testing: use when the seller separately authorizes a hydrostatic plumbing test and the parties allocate testing risk.

Environmental Assessment, Threatened or Endangered Species

TXR 1917 · TREC 28-2

Review when: Environmental/wetlands: review when the buyer wants the additional environmental assessment rights provided by the addendum.

Addendum For Property In A Propane Gas System Service Area

TXR 2514 · TREC 47-0

Review when: Propane service area: 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: Seaward of GIWW: review for property located seaward of the Gulf Intracoastal Waterway.

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

TXR 1922 · TREC 36-11

Review when: Mandatory POA membership: review when the property is subject to mandatory membership in a property owners association; not for condominiums.

Addendum for "Back-up" Contract

TXR 1909 · TREC 11-9

Review when: Back-up contract: use when this contract will be in a back-up position behind an existing first contract.

Addendum for Oil, Gas, and Other Minerals

TXR 1905 · TREC 44-3

Review when: Mineral reservation: use 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 24-20**.

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.