Opendoor Texas Brokerage, LLC

Houston Offer Checklist

Thank you for your interest in making an offer on an Opendoor home. We're committed to providing you with an exceptional, straightforward experience.

How to submit an offer:

☐ Submit your offer at makeoffer.opendoor.com

- Please use the most current TREC 1-4 Family Residential Sales Contract (Resale) form.
- A member of our Listing Agent team will call you to confirm receipt of your offer ASAP.
- To ensure all interested buyers have a fair opportunity, the seller responds next-day to offers received before 7pm CST and day-after-next to offers received after 7pm CST.
- PDF is easiest to review and helps ensure an on-time response.
- Please note the seller's suggested title company, which can help ensure a smooth close.

☐ Include buyer-signed Opendoor addendum

- Among other things, this adds the Opendoor Guarantee, ensures that expirations occur on a weekday, and addresses Opendoor's security system.

☐ Include buyer-signed Affiliated Business Arrangement Disclosure

- It's Opendoor's policy to provide a disclosure about its affiliated businesses, whether your client ultimately chooses to use those services or not.
- Your client is not required to use the services of any of these affiliates. We encourage them to shop around to ensure they receive the best rate for these services.
- The seller is unable to accept offers without a client-executed Affiliated Business Arrangement Disclosure.

OUR GUARANTEE

Every Opendoor home is backed by a 30-day satisfaction guarantee. For more information, see the Opendoor Addendum or visit opendoor.com/guarantee.

OPENDOOR MORTGAGE

Get access to competitive rates, dedicated support, and a streamlined purchase of your new home. Learn more at opendoormortgage.co.

SELLER'S DISCLOSURE

Seller's Disclosure available upon request. Download the Seller's Disclosure directly from the MLS listing or request one from dfw.homes@opendoor.com and receive ASAP—usually within 24 hours.

REPAIRS

Like a traditional seller, Opendoor will consider repair requests during the option period of a contract. Opendoor aims to deliver a clean, safe, and functional home and is usually amenable to requests to ensure the home meets this standard.

PROPERTY SURVEYS

In most cases, Opendoor can provide your buyer with a property survey at no charge within

☐ Include buyer's pre-qualification letter

- Please ensure the letter reflects credit and income verification, and notes any conditions.
- Cash buyers should instead submit proof of funds; a bank account screenshot is fine.

☐ Other applicable addenda or documentation

- If the home was built before 1978, Opendoor will upload a Lead Based Paint Addendum to the MLS listing—please submit a fully executed copy in this case.
- If your buyer's offer is contingent upon the sale of a home that is in-contract, please provide that contract and the status of the sale.
- The seller is unable to accept offers contingent upon the sale of a not-yet-in-contract home. However, Opendoor makes cash offers on eligible homes! Let your Listing Agent contact know if you and your buyer would like an Opendoor offer on their current home.

3 business days. If you wish to utilize the seller's existing survey, check 6.C.(1) on the TREC 1-4 form. If the existing survey cannot be utilized by title or the buyer's lender, a new survey will be required at buyer's expense.

ABOUT OPENDOOR TEXAS BROKERAGE, LLC

Opendoor Texas Brokerage, LLC is the brokerage that represents the seller in this transaction, similar to a homebuilder with a brokerage that lists their homes. Opendoor Texas Brokerage, LLC and Opendoor are separate but affiliated entities.

Opendoor Addendum (Texas)

This **ADDENDUM** and each of its terms is hereby incorporated into the **ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)** (the "Contract") by and between **Seller**: Opendoor Property C LLC and **Buyer**:_____ with respect to the **Property** commonly known as: 23907 Conefall Ct, Spring, TX 77373. In the event of any conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall control and govern the rights and obligations of the Parties to the full extent permitted by applicable law.

1. TERMS OF ACCEPTANCE

The Contract is an offer and will only become a binding contract upon the parties when signed by Seller and a signed copy delivered in person, by mail, facsimile, or electronically received by Buyer by _____ at 11:59 p.m. Central Standard Time (the "Offer Period"). If no signed acceptance is received before the end of the Offer Period, this offer shall be deemed withdrawn.

2. DEFAULT PROVISIONS

Section 15 of the Contract (entitled "Default") is deleted and replaced in its entirety with the following:

> ***15. DEFAULT:*** *If Buyer fails to comply with this contract, Buyer will be in default, and Seller may, as its sole and exclusive remedy, terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may, as its sole and exclusive remedy, terminate this contract and receive the earnest money, thereby releasing both parties from this contract.*

3. OPTION FEE PROVISIONS

Section 23 of the Contract (entitled "Termination Option") is hereby amended so that the Option Fee will be delivered to the escrow agent, identified in Section 5 for the benefit of Seller, instead of directly to Seller". Escrow agent is authorized and instructed to release Option Fee to Seller if either party terminates. Otherwise, Buyer will be credited the Option Fee at closing.

4. EXPIRATIONS

The Parties agree that, for any expiration date in the Contract that ends on a Saturday, Sunday, or state or national holiday, the expiration date will be automatically extended to 5:00 p.m. the next business day.

5. REPRESENTATION

Buyer acknowledges and understands that Seller is represented by Opendoor Texas Brokerage, LLC, which is a licensed real estate broker in the State of Texas. Opendoor Texas Brokerage, LLC is a wholly-owned subsidiary of Opendoor Labs Inc. and an affiliate of the Seller.

Buyer further acknowledges and understands that Opendoor Texas Brokerage, LLC has NO BROKERAGE RELATIONSHIP with the Buyer. The Buyer may choose to be represented by a licensed real estate broker of Buyer's choice.

Authorized signer may have an active real estate license in the State of Texas.

6. SECURITY SYSTEM AND LOCK

Buyer acknowledges and agrees that the security system does not convey. The electronic door lock (Kwikset 914 lock or similar) will be replaced at close.

7. OPENDOOR GUARANTEE

Seller will provide the Opendoor Guarantee as detailed at http://www.opendoor.com/guarantee which terms and conditions are incorporated by reference into the Contract.

8. AFFILIATED BUSINESS DISCLOSURES

North American Title Company will serve as Title Insurance Company. For additional information about North American Title Company, see the Affiliated Business Arrangement Disclosure (ABAD) provided to Buyer.

_____	Jason Cline 12/22/2018
Buyer Signature Date	Seller Signature Date authorized signer on behalf of Opendoor Property C LLC
_____	_____
Buyer Signature Date	

APPROVED BY THE TEXAS REAL ESTATE COMMISSION 10-10-11

ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW

CONCERNING THE PROPERTY AT 23907 Conefall Ct, Spring, TX 77373
(Street Address and City)

A. LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
   - ☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____ .
   - ☑ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
   - ☐ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): _____ .
   - ☑ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

- ☐ 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
- ☐ 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):

- ☐ 1. Buyer has received copies of all information listed above.
- ☐ 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

		Jason Cline	12/22/2018
Buyer	Date	Seller	Date
		authorized signer on behalf of Opendoor Property C LLC	
Buyer	Date	Seller	Date
		Lisa Soltesz	12/22/2018
Other Broker	Date	Listing Broker	Date

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (http://www.trec.texas.gov)

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