

# 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](https://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](https://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](https://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](mailto: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.

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### **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: 2506 Foxden Dr, Pearland, TX 77584. 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





ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION (NOT FOR USE WITH CONDOMINIUMS) ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

2506 Foxden Dr, Pearland, TX 77584

(Street Address and City)

Southwyck HOA

(281) 480-2563

(Name of Property Owners Association, (Association) and Phone Number)

A. SUBDIVISION INFORMATION: "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.

(Check only one box):

- 1. Within 21 days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer.
2. Within \_\_\_ days after the effective date of the contract, Buyer shall obtain, pay for, and deliver a copy of the Subdivision Information to the Seller.
3. Buyer has received and approved the Subdivision Information before signing the contract.
4. Buyer does not require delivery of the Subdivision Information.

The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.

- B. MATERIAL CHANGES. If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer.
C. FEES: Except as provided by Paragraphs A, D and E, Buyer shall pay any and all Association fees or other charges associated with the transfer of the Property not to exceed \$ 150 and Seller shall pay any excess.
D. DEPOSITS FOR RESERVES: Buyer shall pay any deposits for reserves required at closing by the Association.
E. AUTHORIZATION: Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale.

NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION: The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

Jason Cline authorized signer on behalf of Opendoor Property C LLC

Buyer

Seller

Buyer

Seller

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 intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC No. 36-8. This form replaces TREC No. 36-7.