

# Texas Offer Checklist

We appreciate your client's interest in 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.
- To ensure all interested buyers have a fair opportunity, the seller responds next-day to offers received before 8pm and day-after-next to offers received after 8pm.
- PDF is easiest to review and helps ensure an on-time response.
- Please note the seller's suggested title attorney, which can help ensure a smooth close.

### □ Include buyer-executed Opendoor addendum\*

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

### □ Include buyer-executed Affiliated Business Disclosure\*

- Opendoor provides a disclosure about its affiliated businesses. Your client is never required to use the services of these affiliates. We encourage them to shop around for services that best fit their needs.
- The seller is unable to accept offers without a buyer-executed Affiliated Business Arrangement Disclosure.

### □ 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, we will provide a Lead Based Paint Addendum\* – please include 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 as well as the required Addendum For Sale of Other Property By Buyer.
- 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 us know if you and your buyer would like an Opendoor offer on their current home.

### SELLER'S DISCLOSURE

Download the Seller's Disclosure directly from the MLS listing or request one from [homes@opendoor.com](mailto:homes@opendoor.com) and receive ASAP—usually within 24 hours.

### REPAIRS

Like a traditional seller, Opendoor will consider repair requests during the due diligence 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, the seller can provide your buyer with a property survey at no charge within 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 BROKERAGE LLC

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

\* Available at [makeoffer.opendoor.com](https://makeoffer.opendoor.com)

# Opendoor Addendum

This **ADDENDUM** ("Addendum") modifies the **ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)** (the "Contract") dated \_\_\_\_\_ between Seller and Buyer (collectively, the "Parties") with respect to the real property commonly known as 211 La Fonda Dr, Houston, TX 77060 (hereinafter, "Property"). Capitalized terms used but not defined in this Addendum have the meaning given to them in the Contract. In the event of any conflict with the terms in the Contract, the terms of this Addendum shall control to the full extent permitted by law.

## 1. 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.*

## 2. DISBURSEMENTS

The Parties agree to release escrow agent from any and all claims related to disbursements authorized by the foregoing sections of this Addendum.

## 3. REPRESENTATION

Seller is represented by Opendoor Brokerage, LLC ("OB"), a licensed real estate broker in the State of Texas, in this transaction. OB is a subsidiary of Opendoor Labs Inc. and an affiliate of Opendoor. Buyer understands and agrees that OB has **NO BROKERAGE RELATIONSHIP** with the Buyer.

Some of the employees of Seller or its affiliates, including Seller's authorized signer, may be licensed real estate agents, brokers, or salespeople.

If Buyer changes representation after the execution of this Addendum, it may impact the promotions for which Buyer is eligible. Promotion terms and conditions are located at [opendoor.com/terms](https://opendoor.com/terms).

## 4. SECURITY SYSTEM AND LOCK

The Parties agree that the security system and electronic door lock do not convey. The electronic lock will be replaced with a standard door lock before close.

## 5. AFFILIATED BUSINESS DISCLOSURE

Buyer agrees to review and sign the Affiliated Business Arrangement Disclosure provided by Seller.

## 6. EXPIRATIONS

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



**7. EXTENSIONS**

The Parties agree that time is of the essence and expressly waive any provisions in the Contract that grant either party the right to unilaterally change any previously agreed upon date. All extensions shall be by mutual written agreement between the Parties.

*Megan Meyer* 07/13/2021  
\_\_\_\_\_  
Seller Signature Date

authorized signer on behalf of Opendoor Property Trust I

\_\_\_\_\_  
Buyer Signature Date

\_\_\_\_\_  
Buyer Signature Date



## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Property: 211 La Fonda Dr, Houston, TX 77060  
From: Opendoor Labs Inc. Date:

This is to give you notice that Opendoor Labs Inc. (“Opendoor”) has a business relationship with Opendoor Home Loans LLC, Digital Opendoor Insurance Services LLC d/b/a Opendoor Insurance (“Opendoor Insurance”), Opendoor Brokerage LLC, Opendoor Brokerage Inc., Open Listings Co., OS National LLC, OSN Texas, LLC, and North American Title Company (“NATC”) (collectively, the “Affiliates”). Specifically, Opendoor wholly owns or is the ultimate owner of Opendoor Home Loans LLC, Opendoor Insurance, Opendoor Brokerage LLC, Opendoor Brokerage Inc., Open Listings Co., OS National LLC, and OSN Texas, LLC. Additionally, a member of Opendoor’s board of directors is also a member of Lennar Corporation’s board of directors, and Lennar Corporation has an indirect ownership interest in NATC’s parent company. Because of these relationships, this referral may provide Opendoor a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the Affiliates as a condition for the purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<b><u>Opendoor Home Loans LLC</u></b>	<b><u>Charge or Range of Charges</u></b>
Discount Points Fee	0 - 4% of the loan amount*
<b><u>Opendoor Brokerage LLC</u></b>	<b><u>Charge or Range of Charges</u></b>
Real Estate Commission	0 - 6% of purchase price
<b><u>Opendoor Brokerage Inc.</u></b>	<b><u>Charge or Range of Charges</u></b>
Real Estate Commission	0 - 6% of purchase price
<b><u>OD Homes Brokerage Inc.</u></b>	<b><u>Charge or Range of Charges</u></b>
Real Estate Commission	0 - 6% of purchase price
<b><u>Digital Opendoor Insurance Services LLC</u></b>	<b><u>Charge or Range of Charges</u></b>
Homeowners Insurance Policy Premium	\$200 - \$29,000**
<b><u>OS National LLC</u></b>	<b><u>Charge or Range of Charges</u></b>
Owner Title Policy Premium	\$0 - \$4,000
Lender Title Policy Premium	\$0 - \$2,500
Other Endorsements	\$0 - \$1,000 per endorsement
Escrow/Closing Services	\$0 - \$1,200
Loan Closing Services	\$0 - \$350

**OSN Texas, LLC**

	<b><u>Charge or Range of Charges</u></b>
Owner Title Policy Premium	\$0 - \$5,000
Lender Title Policy Premium	\$0 - \$5,000
Other Endorsements	\$0 - \$500 per endorsement
Escrow/Closing Services	\$0 - \$1,000

**North American Title Company**

	<b><u>Charge or Range of Charges</u></b>
Owner Title Policy Premium	\$0 - \$5,115
Lender Title Policy Premium	\$0 - \$5,000
Other Endorsements	\$0 - \$500 per endorsement
Escrow/Closing Services	\$0 - \$3,100

\*Opendoor Home Loans LLC does not charge any application, origination, or processing fees. If you choose to buy down your interest rate, it will result in a discount points fee, which will vary depending on the rate you choose.

\*\*Range calculated using average replacement costs that vary by state (ranging from \$230,000 to \$360,000). Actual premium amounts subject to property and policy specifications.

**ACKNOWLEDGMENT**

I/we have read this disclosure form and understand that Opendoor is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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 211 La Fonda Dr, Houston, TX 77060 (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.

Buyer Date Megan Meyer Seller Date 07/13/2021 authorized signer on behalf of Opendoor Property Trust I
Buyer Date Seller Date
Other Broker Date Feras Rachid Listing Broker Date 07/13/2021



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)