



INFORMATION ABOUT PROPERTY INSURANCE FOR A BUYER OR SELLER

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A. The availability and the affordability of property insurance may affect both the buyer and the seller.

Typically a buyer will seek to insure the property. Most mortgage lenders require that the property be insured in an amount not less than the loan amount. The failure to obtain property insurance at or before closing may delay the transaction or cause it to end, either of which can impose both inconvenience and cost to both the buyer and the seller.

B. There are a number of factors that affect the availability and affordability of insurance.

- (1) The level of coverage will significantly affect the cost of insurance. There are several levels of insurance coverage. For example:
 - (a) a policy may cover the replacement cost of the improvements and the replacement cost of many personal items in the property in the event of most casualties;
 - (b) a policy may cover only value of the improvements and exclude many casualties; or
 - (c) a policy may cover casualties and costs between the two noted extremes under (a) and (b).
- (2) Coverage levels and prices vary from company to company. There are many insurance companies conducting business in Texas who offer a variety of insurance products at various prices.
 - (a) One insurance company may refuse to insure a particular property or person while another insurance company may elect to do so.
 - (b) One insurance company may charge a significantly lower premium than another insurance company for the same or similar coverage.
 - (c) Generally, each insurance company has specific guidelines by which it prices its insurance policies. The following are examples of criteria that an insurance company may use in evaluating an application for insurance. The criteria vary from company to company.
 - (1) Past claims filed against the property to be insured in the 5 years preceding the application.
 - (2) Past claims filed by the applicant to be insured in the 5 years preceding the application.
 - (3) The applicant's insurance credit score.
 - (4) The past relationship between the insurance company and the applicant.
 - (5) The physical characteristics of the property such as condition, age, location, or construction materials.

C. Most insurance companies participate in the Comprehensive Loss Underwriting Exchange (CLUE) and obtain a CLUE report to evaluate the claims history of the property and the applicant.

- (1) Most insurance companies contribute information about claims to an insurance industry database known as CLUE (a registered trademark of Equifax, Inc.). An insurance company obtains a CLUE report when evaluating an application for insurance.
- (2) A CLUE report contains information about the claims history of the property and of the applicant for insurance.
 - (a) The CLUE report contains only data and does not inform the buyer or seller whether insurance is or is not available or at what cost.
 - (b) Insurance companies use the CLUE report in different ways.
 - (c) It is best to speak with an insurance agent with respect to how the information in a particular CLUE report affects the affordability and availability of insurance.



NAMED EXCLUSIONS ADDENDUM TO LISTING

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ADDENDUM TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

2015 Back Bay Ct, Houston, TX 77058-4203

A. Definitions:

- (1) "Owner" means the seller or landlord of the above-referenced Property.
- (2) "Named Exclusion" means the following persons: Mike Scott

B. Contract with a Named Exclusion:

- (1) If Owner enters into a contract to sell or lease the Property to a Named Exclusion not later than 180 days after the above-referenced Listing begins, Owner will not be obligated to pay the fees due Broker under Paragraph 5A of the Listing if the sale closes or the lease begins, but Owner will pay Broker, at the time the sale closes or the lease begins, a fee equal to (check all that apply):

- (a) _____ % of the sales price if Owner sells the Property.
- (b) _____ % of the gross rent over the term of the lease if Owner leases the Property.
- (c) \$1,500

- (2) If Owner enters into a contract for the sale or lease of the Property with a Named Exclusion after the time specified in Paragraph B(1), then the prospective buyer will cease to be a Named Exclusion, this addendum will not apply, and Owner will pay Broker the fees under Paragraph 5A of this Listing.
- (3) If a Named Exclusion, directly or through any other broker, presents to Broker an offer to purchase or lease the property, then the prospective buyer or tenant will cease to be a Named Exclusion, this addendum will not apply, and Owner will pay Broker the fees under Paragraph 5A of the Listing.
(Note: After signing this agreement, Owner should promptly advise any Named Exclusion to present any offers directly to Owner during the period under Paragraph B(1)).

C. Offers from Named Exclusions: Owner will immediately notify Broker of: (1) Owner's receipt of an offer from a Named Exclusion; (2) Owner's acceptance of an offer from a Named Exclusion by providing Broker a copy of the contract or lease; (3) the closing of a contract or lease with a Named Exclusion; and (4) any termination of any such contract that does not close or a lease that does not commence.

D. Effect on Listing upon Sale or Lease to a Named Exclusion: If Owner enters into a contract to sell or lease the Property to a Named Exclusion within the time specified in Paragraph B(1), Broker will have no obligation to provide further services to Owner related to the sale or lease of the Property to a Named Exclusion and Broker may: (1) terminate the Listing by providing written notice to Owner; or (2) continue to list and market the Property through the date the Listing ends for back-up offers.

RE/MAX Space Center

Broker's (Company's) Printed Name 9007247 License No.

Seller or Landlord

Date

Angie S. Palladini

By: Carla Curtis-Galyean 4/7/22
Broker's Associate's Signature Date

Seller or Landlord

Date

Robert A. Palladini

(TXR-1402) 10-12-04

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