Expediting Texas Contracts (Amended/BVO Third Party)

File #	3464799
Property Address:	The contract must reflect the property address as shown below 11280 Beauvoir Ln Lumberton, Texas 77657 United States Of America

Closing Office

Cartus has ordered preliminary title and deed preparation from our local escrow/title agent. This agent will also facilitate the closing process once a sale is procured.

Office Name: Texas American Title Company

Contact Name:

Phone: (713) 244-2870

Email:

Texas Contract Nuances and Helpful Information

Thank you for reviewing the information below. Please share with the Selling Agent **prior** to submitting the contract and associated documents. Submission of fully negotiated, complete contracts with all required documents will expedite execution by Cartus.

- Title Company: If listing OR selling broker is BHG Gary Greene, paragraph 6A must reflect Gibraltar Title)
- Title Policy Standard Printed Exception: Contract paragraph 6 A (8): must read:
 - o i: will not be amended OR
 - o ii: will be amended at the expense of the Buyer
- **Survey:** Contract paragraph 6C Option 2 must be selected. Cartus is a non-occupant owner with no knowledge of the property. Cartus cannot sign the T47 Affidavit or provide an existing survey
- Possession: Contract paragraph 10A possession is always given at closing and funding
- Option Period: Contract paragraph 5B: Cartus does not agree to an Option Period and does not collect an Option Fee
- ERC Texas Relocation Addendum
 - Please be sure to use the current Cartus version only (Cartus version identified by Section O, Special Provisions)
 - Page 2, G2: Both repair caps should read \$0.00. This allows the full ability to negotiate. (Not acceptable: n/a or blank) *If you are using the 9/2018 or later version of this Relo Addendum, it is OK to leave the lines blank as the form now defaults to \$0.00, if left blank*

Important Reminders

- Read and review the contract and addenda in their entirety.
- Review all contract terms with the Customer.
- Contract is negotiated verbally only; Customer cannot sign any contract/sale documents.
- Complete both pages 1 and 2 of the Agent Contract Tool and submit with the contract.
- Submitted contract must be <u>fully negotiated</u>: price, concessions, repair caps, personal property, closing date, and all contingencies.
- All incentives offered in the listing/MLS and are part of the sale <u>must</u> be written into the sales contract (agent incentives, home warranty, buyer closing costs, etc.)
- If the contract is contingent on the closing of the Buyer's home or any other property, it must be written in as a contingency to the contract, including the date of that closing. Note: Buyer's home must be under contract with a scheduled closing date.



- Expired contracts cannot be accepted; expiration must be at least 5 days from the date the contract is submitted to Cartus. We will be working to sign the contract as quickly as possible; please set the proper expectations with the Buyer(s).
- Closings cannot take place on weekends or holidays.
- Cartus must give possession at closing; no early occupancy or rent back agreements are permitted.
- All addenda made part of the contract must be included with the contract.
- If the sale is dual agency, any required Dual Agency Disclosures must be sent in with the contract and signed when the contract is executed by Cartus.