

# 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 One to Four Family Residential 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 company, 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 the offer is contingent upon the sale of a home that is in-contract, 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.

#### 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.

#### OFFER CONSIDERATION

Information included in offers that is of a personal nature will not be considered by Opendoor. For example, please do not include in an offer any cover letters, personal notes, informational narratives, documents, pictures, notes, videos or anything else intended to give Opendoor an idea of the buyer's personal background or their motivation for making an offer. This list is not exhaustive, but intended to give an example of the types of documents and media that will not be considered by Opendoor.

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#### 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.

# 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 8218 Allwood St, Houston, TX 77016 (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. REPRESENTATION

Seller is represented by Opendoor Brokerage LLC ("Opendoor Brokerage"), a subsidiary of Opendoor Labs Inc. and an affiliate of Seller, in this transaction. Buyer understands and agrees that Opendoor Brokerage 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 in the State where the Property is located.

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).

## 2. 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.

## 3. AFFILIATED BUSINESS DISCLOSURE

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

## 4. 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.

## 5. 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.

## 6. ASSIGNABILITY

The Contract may not be assigned by Buyer unless (a) the transfer of Buyer's interest in the Contract is to an entity in which Buyer holds a legal interest, such as a partnership, trust, limited liability company, or corporation or (b) Seller provides prior written consent. Any such assignment will not release Buyer of its obligations to Seller.

## 7. BREACH AND REMEDY

If Buyer is in breach of the Contract, Seller's only remedy is to cancel the Contract and receive the earnest money, thereby releasing both Parties from the Contract.

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# Opendoor

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To:  
From: Opendoor Labs Inc. and its affiliates identified below  
Property: 8218 Allwood St, Houston, TX 77016  
Date:

This is to give you notice that Opendoor Labs Inc. (“Opendoor”) has a business relationship with (i) Opendoor Brokerage LLC, Opendoor Brokerage Inc., OD Homes Brokerage Inc., and Tremont Realty LLC d/b/a Opendoor Connect (collectively, the “Opendoor Brokerages”); (ii) OS National LLC, OS National Alabama LLC, OSN Texas LLC, OSN Title Company, and OSN Escrow Inc. (collectively, the “OSN Entities”); (iii) Doma Holdings, Inc. (together with its subsidiaries, “Doma”); (iv) Title Resources Guaranty Company; and (v) Open Exchange Brokerage LLC and Open Exchange Brokerage Inc. (together, the “Open Exchange Brokerages” and collectively with the Opendoor Brokerages, OSN Entities, Doma, and Title Resources Guaranty Company, the “Affiliates”). Specifically, Opendoor is the ultimate owner of the Opendoor Brokerages and the OSN Entities, and is an indirect, partial owner of Title Resources Guaranty Company and the Open Exchange Brokerages. Additionally, one member of Opendoor Technologies Inc.’s (Opendoor’s parent company) board of directors is also a member of Lennar Corporation’s board of directors, and Lennar Corporation has an indirect ownership interest in Doma. Because of these relationships, this referral may provide Opendoor and/or its Affiliates 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. The services of one or more of the Affiliates may not be available in the location 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.

<i>Provider and Settlement Service</i>	<i>Charge or Range of Charges</i>
<b>Opendoor Brokerages and Open Exchange Brokerages:</b> Residential real estate brokerage services	<b><i>BROKERAGE FEES ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE</i></b>
Real Estate Fees	0 - 6% of purchase price
<b>OSN Entities:</b> Title insurance for owner’s and/or lender’s coverage; settlement and closing services	For a detailed quote for your home, please visit <a href="https://osnational.com/get-a-quote">osnational.com/get-a-quote</a>
Owner Title Policy Premium	\$0 - \$5,000
Lender Title Policy Premium	\$0 - \$5,000
Other Endorsements	\$0 - \$1,000 per endorsement
Escrow/Closing Services	\$0 - \$4,000
Loan Closing Services	\$0 - \$350

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<i>Provider and Settlement Service</i>	<i>Charge or Range of Charges</i>
<b>Doma:</b> Title insurance for owner's and/or lender's coverage; settlement and closing services  Owner Title Policy Premium Lender Title Policy Premium Other Endorsements Escrow/Closing Services	  \$0 - \$5,115 \$0 - \$5,000 \$0 - \$500 per endorsement \$0 - \$3,100
<b>Title Resources Guaranty Company:</b> Title insurance coverage  Title Policy Premium	  \$0 - \$6,144
This is an affiliated business arrangement disclosure statement. Actual services and charges may vary according to the particular circumstances underlying the transaction, including the home value, coverage and limits chosen, whether you are the purchaser or seller, as well as other requested terms, unusual market conditions, government regulation, property location, and similar factors. This disclosure statement does not account for fees paid or payable to third party service providers.	

## ACKNOWLEDGMENT

I/we have read this disclosure form and understand that Opendoor and/or its Affiliates are 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