

Updated 8/1/2025

ADDENDUM TO ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)
[TEXAS]

DATE: _____

PROPERTY ADDRESS: _____

SELLER: _____

BUYER: _____

It is understood and agreed to by all parties with their signatures affixed hereto that the provisions of this Addendum (herein defined) shall become a permanent part of the subject One to Four Family Residential Contract (“**Contract**”). In the event of any inconsistencies between the provisions of this Addendum and the Contract, this Addendum shall control.

Therefore, notwithstanding anything to the contrary contained in the subject Contract, Buyer and Seller hereby mutually agree as follows.

1. Section 6 of the Contract entitled “Title Policy and Survey” is hereby amended to provide: “Notwithstanding anything to the contrary in the Contract, Buyer may obtain at the Buyer’s expense a Title Commitment and a new survey. Seller can but is not obligated to furnish an existing survey (if any) and the T-47 Affidavit.”
2. Section 7(A) of the Contract entitled “Property Condition. Access, Inspections and Utilities” is hereby amended to add the following statement: “Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Brokers recommend that Parties obtain all inspections as soon as possible.”
3. Section 9(B)(1) of the Contract entitled “Closing” is hereby amended to provide: “Notwithstanding anything to the contrary in the Contract, Seller shall execute and deliver a special warranty deed conveying title to the Property to Buyer.”
4. Section 9 of the Contract entitled “Closing” is hereby amended to add the following statement: “Notwithstanding anything to the contrary in the Contract, the Seller reserves the right to postpone the closing if Seller does not receive, approve, and execute the full set of the closing documents, except the final settlement statement, at least two (2) FULL business days before the scheduled closing date, for the number of days of the delay.”
5. Section 13 of the Contract entitled “Prorations” is hereby amended by deleting the following from the section: “*If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available.*”
6. Section 16 of the Contract entitled “Mediation” is hereby deleted in its entirety.
7. Section 19 of the Contract entitled “Representations” is hereby deleted in its entirety and the following is substituted therefor: “All covenants, representations and warranties in this contract shall merge with the deed at closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the

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Property and receive, negotiate and accept back up offers.”

8. Notwithstanding anything to the contrary in the Contract, all inspections should be Buyer’s responsibility and at Buyer’s expense.
9. Seller has never been an owner-occupant of the Property, which is being sold AS-IS with all defects of any kind. Buyer acknowledges and agrees that the Property is purchased and will be conveyed by Seller AS-IS, WHERE IS, WITH ALL FAULTS. Buyer acknowledges and agrees that Seller shall have no liability or obligation to Buyer with regard to any aspect of the physical condition of the Property, whether environmental, structural or otherwise. Buyer acknowledges and agrees that neither Seller nor Seller’s Broker has made any representations regarding any aspect of the Property or surrounding area. These acknowledgments and Contracts shall survive the closing of the subject Contract and the conveyance of the Property.
10. The Property is being sold in accordance with the terms herein with no representation or warranty of any kind by Seller (unless required by law), whether express or implied, as to the physical condition of the Property, including any environmental condition, fitness of the Property for any particular purpose, or any other attribute of the Property.
11. Except to the extent modified by this Addendum, all of the terms, conditions and provisions of the Contract shall remain in full force and effect and are ratified and confirmed. This Addendum shall bind and inure to the benefit of Seller and Buyer.
12. This Addendum may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The parties agree that facsimile and email signatures shall be sufficient to bind them hereto.

SELLER:

BUYER:
