



WACO, TEXAS

COURSE SYLLABUS

AND

INSTRUCTOR PLAN

RELE 1300.F2

TEXAS CONTRACTS AND ADDENDA

LEWIS C.. GILES, J.D.

NOTE: This is a 8-week course.

COVID 19 Notice:

McLennan Community College is committed to providing you with every resource you need to reach your academic goals including your safety. We will continue to monitor the evolving situation with COVID 19 and adjust our safety guidelines to make sure we offer a safe environment for you and our faculty. Please make sure to consult your faculty and the MCC website at <https://www.mclennan.edu/crisis-management/coronavirus-updates/index.html> on any changes to these guidelines.

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Course Description:

Promulgated Contract Forms, which include, but are not limited to, unauthorized practice of law, broker-lawyer committee, current promulgated forms, commission rules governing use forms, and case studies involving use of forms. Semester Hours 3 (3 lec)

Prerequisites and/or Corequisites:

Students should have passed the reading section of the THEA or approved alternative test or be currently enrolled in or have credit for READ 0302 before enrolling in this course.

Course Notes and Instructor Recommendations:

For each class meeting, as a general rule, read the chapter(s) shown on the syllabus. It is essential that you bring your textbook to class.

Lecture will be based upon the assigned reading and discussion over the subject is expected.

Instructor Information:

Instructor Name:	Lewis C. Giles, J.D.
MCC Email:	lewis@gilesandgiles.com
Office Phone Number:	(254) 754-0344
Office Location:	1224 Austin Avenue, Suite 220; Waco, TX 76701
Office/Teacher Conference Hours:	By Appointment Through My Office
Other Instruction Information:	Email communication is fine, but if there is an emergency, call my office and leave a message if necessary.

Required Text & Materials:

Title: Texas Promulgated Forms
Author: Santmyer
Edition: 3rd
Publisher: Dearborn Trade, A Kaplan Professional Company
ISBN: 9781475463781

MCC Bookstore Website: <http://www.mclennan.edu/bookstore/>

Methods of Teaching and Learning:

- Lecture
- Evaluation and review of assignments of exercises and problems
- Field Trips
- Projects

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- Quizzes, Tests, and Exams

Course Objectives and/or Competencies:

Unit 1: Contract Law Overview

When you have completed this unit, you will be able to

- 1.1 identify the essential elements of a valid contract;
- 1.2 explain the difference in valid, void, voidable and unenforceable contracts;
- 1.3 distinguish between bilateral and unilateral, and executed and executory contracts;
- 1.4 describe reasonable time and time is of the essence as they apply to Texas real estate contracts and identify which contract forms contain the phrase “time is of the essence”;
- 1.5 distinguish between an amendment and an addendum and describe how and when they are used;
- 1.6 state the statute of limitations for written and oral contracts in Texas;
- 1.7 list reasons for a termination of a contract, including breach of contract.

Unit 2: Laws, Rules, and Regulations

When you have completed this unit, you will be able to

- 2.1 explain and give examples of the exceptions to TRELA/TREC’s rules regarding the use of promulgated forms;
- 2.2 describe the unauthorized practice of law and how to avoid it;
- 2.3 describe the composition and duties of the Broker-Lawyer Committee;
- 2.4 recall how many TREC forms there are and identify whether a TREC form is a promulgated contract, addenda, amendment, resale certificate, notice, consumer disclosure, or if it is an approved option/voluntary use form; and
- 2.5 describe the proper procedure for presenting offers and multiple offers and identify when the offer becomes a contract.

Unit 3: Parties, Property, and the Money

When you have completed this unit, you will be able to

- 3.1 List the information required to complete contract forms;
- 3.2 Fill out paragraphs 1 through 3 of the One to Four Family Residential Contract and be able to identify the provisions within them;
- 3.3 Identify which items should be included in the Non-Realty Items Addendum
- 3.4 Fill out the financing addenda:
 - Third Party Financing Addendum
 - Loan Assumption Addendum
 - Seller Financing Addendum

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- Addendum for Release of Liability on Assumed Loan and/or Restoration of Seller's VA Entitlement

Unit 4: Covenants, Commitments, and Notices

When you have completed this unit, you will be able to

- 4.1 identify the provisions within paragraphs 4 (License Holder Disclosure) and 5 (Earnest Money) of the One to Four Family Residential Contract;
- 4.2 describe the purpose of option money and how to correctly fill out paragraph 23 (Termination Option) of the One to Four Family Residential Contract;
- 4.3 identify the provisions within paragraph 6 (Title Policy and Survey) of the One to Four Family Residential Contract, including notices 1–10; and
- 4.4 identify the provisions within paragraph 7 (Property Condition) of the One to Four Family Residential Contract.

Unit 5: Closing, Possession, and More

When you have completed this unit, you will be able to

- 5.1 describe the provisions of the closing and possession paragraphs (paragraphs 9 and 10) of the One to Four Family Residential Contract;
- 5.2 describe the proper use of the Buyer's and Seller's Temporary Lease Agreements and the importance of holdover fees in paragraph 19 of those agreements;
- 5.3 discuss what may and may not be included in the Special Provisions paragraph of the One to Four Family Residential Contract;
- 5.4 fill out paragraph 12 (Settlement and Other Expenses) of the One to Four Family Residential Contract and identify the provisions within it;
- 5.5 discuss paragraphs 13–20 of the One to Four Family Residential contract, which describe the rights or agreements of the parties and do not need to be filled out;
- 5.6 describe how to properly fill out paragraphs 21–24 of the One to Four Family Residential Contract;
- 5.7 discuss the proper procedure for executing and communicating the acceptance of the One to Four Family Residential Contract and how the agreement can be changed after execution; and
- 5.8 describe the purpose of the final page of the One to Four Family Residential Contract.

Unit 6: The Remaining Promulgated Forms

When you have completed this unit, you will be able to

- 6.1 identify the ways in which the other five promulgated contracts differ from the One to Four Family Residential Contract;

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- 6.2 describe the proper use of the Residential Condominium Contract;
 - 6.3 describe the proper use of the Farm and Ranch Contract;
 - 6.4 describe the proper use of the Unimproved Property Contract; and
 - 6.5 describe the proper use of the New Home Contracts.

Unit 7: Promulgated Addenda, Notices, and Other Forms

When you have completed this unit, you will be able to

- 7.1 describe the proper use of the Addendum for Sale of Other Property by Buyer;
- 7.2 describe the proper use of the Addendum for Back-Up Contract;
- 7.3 describe the proper use of the Addendum for Reservation of Oil, Gas, and Other Minerals;
- 7.4 identify which forms should be used to communicate termination or a right to terminate, and describe how mutual termination of a contract should be handled;
- 7.5 describe the proper use of the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway, Addendum for Coastal Area Property, Addendum for Property in a Propane Gas System Service Area, and the Addendum for Hydrostatic Testing;
- 7.6 describe the proper use of the Addendum for Property Subject to Mandatory Membership in an Owner's Association;
- 7.7 describe the proper use of the Short Sale Addendum;
- 7.8 describe the proper use of the noncontract forms:
 - Promulgated Resale Certificates
 - Consumer Protection Notice
 - Information About Brokerage Services Form; and
- 7.9 describe the proper use of the remaining optional-use forms: Non-Realty Items Addendum; Texas Real Estate Consumer Notice Concerning Hazards or Deficiencies.

Unit 8: Other Real Estate Matters

When you have completed this unit, you will be able to

- 8.1 describe current forms of fraud and how it affects license holders and the public;
- 8.2 identify on which forms brokers' fees are agreed upon;
- 8.3 identify the protected classes under the fair housing laws in Texas;
- 8.4 list disclosures that are required, permitted, and prohibited; and
- 8.5 describe HUD's occupancy standards.

Unit 9: Practice Makes Perfect

When you have completed this unit, you will be able to

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- 9.1 complete a sample transaction using these forms:
 - One to Four Family Residential Contract
 - Lead-Based Paint Addendum
 - Third Party Financing Addendum
 - 9.2 complete a sample transaction using use forms:
 - One to Four Family Residential Contract
 - Environmental Assessment, Threatened or Endangered Species, and Wetlands Addendum
 - Seller Financing Addendum
 - 9.3 complete a sample transaction using
 - Residential Condominium Contract (Resale)
 - Loan Assumption Addendum
 - Addendum for Back-up Contract
 - Addendum for Coastal Area Property
 - Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
 - Addendum for Release of Liability on Assumed Loan and/or Restoration of Seller's VA Entitlement

Course Outline or Schedule:

Class 1	Syllabus & Introduction
Class 2	Chapter 1
Class 3	Chapter 2
Class 4	Chapter 3
Class 5	Chapter 4
Class 6	Chapter 5
Class 7	Chapter 5 Case Study
Class 8	Chapter 6
Class 9	Chapter 7
Class 10	Chapter 8
Class 11	Chapter 8 Case Study 1
Class 12	Chapter 8 Case Study 2
Class 13	Chapter 8 Case Study 3
Class 14	Chapter 8 Case Study 4
Class 15	Review

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There will be a quiz over the content covered in the chapter covered.

THE SCHEDULE IS SUBJECT TO CHANGE. ANY CHANGE WILL BE POSTED ON BLACKBOARD, EMAIL, OR IN CLASS.

Course Grading Information:

No student shall receive credit for the course without meeting the attendance requirements as set forth in the College catalog and having a passing grade average on all work. A student who fails may retake the course for credit.

Daily Attendance	10
Chapter Quizzes	30
Tests	20
Final	30
Other	10
TOTAL	100%

Grades in the course will be based upon a grading system that includes objective tests, homework problems, computer problems, class work (participation, attitude, and preparedness), and a comprehensive final exam.

The following percentages relate to demonstrated proficiencies in the objectives and course content:

Proficiency Grade:

90-100 pts.	A
80-89 pts	B
70-79 pts.	C
60-69 pts.	D
0 – 59 pts.	F

If you have a question about your grade, you must contact me to discuss it within one week for the day of the exam is returned.

Final grades will be subject to positive impact of class participation, including but not limited to the following factors:

- Preparation and participation – Students are expected to have read the chapter(s) shown on the syllabus prior to each class. Students are expected to bring your textbook to class.
- Students are expected to answer questions in class, and participate in class review exercises, class discussions and case studies.

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- Students are encouraged to ask pertinent questions in class.
- No Negative Impact – While I expect your attendance to be regular and punctual and I encourage you to be prepared to participate in class discussions, class participation can do nothing but add to your final grade.

Late Work, Attendance, and Make Up Work Policies:

Any assignment not turned in by the due date will be considered late and is subject to a penalty of 15%.

Student Behavioral Expectations or Conduct Policy:

Students are expected to maintain classroom decorum that includes respect for other students and the instructor, prompt and regular attendance, and an attitude that seeks to take full advantage of the education opportunity.

[Click Here for the MCC Attendance/Absences Policy](https://www.mclennan.edu/highlander-guide/policies.html)

(<https://www.mclennan.edu/highlander-guide/policies.html>)

Click on the link above for the college policies on attendance and absences. Your instructor may have additional guidelines specific to this course.

Notice of Criminal History

A criminal history may make you ineligible for a Real Estate license. Prior to enrolling in Real Estate courses, you may request a criminal history evaluation. It is recommended that each student review the criminal history eligibility guidelines set out in [Texas Occupations Code](#)

[§53.025](#) and [TREC Rule 541.1](#). You may request a criminal history evaluation by submitting a completed [Moral Character Determination Form](#) to TREC prior to applying for a license.

McLennan

C O M M U N I T Y

COLLEGE

ACADEMIC RESOURCES/POLICIES

Accommodations/ADA Statement:

Any student who is a qualified individual with a disability may request reasonable accommodations to assist with providing equal access to educational opportunities. Students should contact the Accommodations Coordinator as soon as possible to provide documentation and make necessary arrangements. Once that process is completed, appropriate verification will be provided to the student and instructor. Please note that instructors are not required to provide classroom accommodations to students until appropriate verification has been provided by the Accommodations Coordinator. For additional information, please visit www.mclennan.edu/disability.

Students with questions or who require assistance with disabilities involving physical, classroom, or testing accommodations should contact:

disabilities@mclennan.edu

254-299-8122

Room 319, Student Services Center

Title IX:

We care about your safety, and value an environment where students and instructors can successfully teach and learn together. If you or someone you know experiences unwelcomed behavior, we are here to help. Individuals who would like to report an incident of sexual misconduct are encouraged to immediately contact the Title IX Coordinator at titleix@mclennan.edu or by calling Dr. Drew Canham (Chief of Staff for Diversity, Equity & Inclusion/Title IX) at (254) 299-8645. Individuals also may contact the MCC Police Department at 299-8911 or the MCC Student Counseling Center at MCC at (254) 299-8210. The MCC Student Counseling Center is a confidential resource for students. Any student or employee may report sexual harassment anonymously by visiting <http://www.lighthouse-services.com/mclennan/>.

Go to McLennan's Title IX webpage at www.mclennan.edu/titleix/. It contains more information about definitions, reporting, confidentiality, resources, and what to do if you or someone you know is a victim of sexual misconduct, gender-based violence or the crimes of rape, acquaintance rape, sexual assault, sexual harassment, stalking, dating violence, or domestic violence.

Student Support/Resources:

MCC provides a variety of services to support student success in the classroom and in your academic pursuits to include counseling, tutors, technology help desk, advising, financial aid, etc. A listing of these and the many other services available to our students is available at <http://www.mclennan.edu/campus-resource-guide/>

College personnel recognize that food, housing, and transportation are essential for student success. If you are having trouble securing these resources or want to explore strategies for balancing life and school, we encourage you to contact a Success Coach by calling (254) 299-8226 or emailing SuccessCoach@mclennan.edu. Students may visit the Completion Center Monday-Friday from 8 a.m.-5 p.m. to schedule a meeting with a Success Coach and receive additional resources and support to help reach academic and personal goals. Paulanne's Pantry (MCC's food pantry) provides free food by appointment to students, faculty and staff based on household size. Text (254) 870-7573 to schedule a pantry appointment. The Completion Center and pantry are located on the Second Floor of the Student Services Center (SSC).

MCC Foundation Emergency Grant Fund:

Unanticipated expenses, such as car repairs, medical bills, housing, or job loss can affect us all. Should an unexpected expense arise, the MCC Foundation has an emergency grant fund that may be able to assist you. Please go to <https://www.mclennan.edu/foundation/scholarships-and-resources/emergencygrant.html> to find out more about the emergency grant. The application can be found at https://www.mclennan.edu/foundation/docs/Emergency_Grant_Application.pdf.

MCC Academic Integrity Statement:

Go to www.mclennan.edu/academic-integrity for information about academic integrity, dishonesty, and cheating.

Minimum System Requirements to Utilize MCC's D2L|Brightspace:

Go to <https://www.mclennan.edu/center-for-teaching-and-learning/Faculty-and-Staff-Commons/requirements.html> for information on the minimum system requirements needed to reliably access your courses in MCC's D2L|Brightspace learning management system.

Minimum Technical Skills:

Students should have basic computer skills, knowledge of word processing software, and a basic understanding of how to use search engines and common web browsers.

Backup Plan for Technology:

In the event MCC's technology systems are down, you will be notified via your MCC student email address. Please note that all assignments and activities will be due on the date specified in the Instructor Plan, unless otherwise noted by the instructor.

Email Policy:

McLennan Community College would like to remind you of the policy (<http://www.mclennan.edu/employees/policy-manual/docs/E-XXXI-B.pdf>) regarding college email. All students, faculty, and staff are encouraged to use their McLennan email addresses when conducting college business.

A student's McLennan email address is the preferred email address that college employees should use for official college information or business. Students are expected to read and, if needed, respond in a timely manner to college emails.

Instructional Uses of Email:

Faculty members can determine classroom use of email or electronic communications. Faculty should expect and encourage students to check the college email on a regular basis. Faculty should inform students in the course syllabus if another communication method is to be used and of any special or unusual expectations for electronic communications.

If a faculty member prefers not to communicate by email with their students, it should be reflected in the course syllabus and information should be provided for the preferred form of communication.

Email on Mobile Devices:

The College recommends that you set up your mobile device to receive McLennan emails. If you need assistance with set-up, you may email Helpdesk@mclennan.edu for help.

Forwarding Emails:

You may forward emails that come to your McLennan address to alternate email addresses; however, the College will not be held responsible for emails forwarded to an alternate address that may be lost or placed in junk or spam filters.

Disclaimer:

The resources and policies listed above are merely for informational purposes and are subject to change without notice or obligation. The College reserves the right to change policies and other requirements in compliance with State and Federal laws. The provisions of this document do not constitute a contract.