



WACO, TEXAS

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## **COURSE SYLLABUS**

**AND**

## **INSTRUCTOR PLAN**

**REAL ESTATE CONTRACTS & ADDENDA**

**RELE 1300.87**

**TAMMY TULL, MBS, MS**

**NOTE: This is an 6-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 on any changes to these guidelines.

## REAL ESTATE CONTRACTS & ADDENDA

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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:**

None

### **Course Notes and Instructor Recommendations:**

- Refer to the syllabus, often
- Participate in activities, take quizzes and exams
- Prepare for course work-Read the assignments and do your work
- Turn in your work properly and on time **“No Late Work Accept”**
- Check for feedback and learn from your mistakes
- Ask Questions

### **Instructor Information:**

Instructor Name:	Tammy Tull
MCC Email:	<a href="mailto:ttull@mclennan.edu">ttull@mclennan.edu</a>
Office Phone Number:	(254) 299-8666
Office Location:	MAC 214
Office/Teacher Conference Hours:	Wednesday, 2:00 p.m. – 4:00 p.m.
Other Instruction Information:	

### **Department Information:**

Program Director:	Annette Bigham
E-Mail:	<a href="mailto:abigham@mclennan.edu">abigham@mclennan.edu</a>
Office Phone Number:	(254) 299-8690
Office Location:	BT 201A

### **Department Head:**

Department Head:	Frank Graves
E-Mail:	<a href="mailto:fgraves@mclennan.edu">fgraves@mclennan.edu</a>
Office Phone Number:	(254) 299-8126
Office Location:	ADM 301

**Required Text & Materials:**

Title: Texas Promulgated Forms  
Author: Santmyer, Peggy  
Edition: 3<sup>rd</sup>  
Publisher: DF Institute, a Kaplan Professional Company  
ISBN: 9781475489507

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

**Methods of Teaching and Learning:**

Lecture, discussions, participation, assignments, tests, quizzes, and course project.

**Course Objectives and/or Competencies:**

Unit 1:

- Identify the essential elements of a valid contract
- Explain the difference in valid, void, voidable, and unenforceable contracts
- Distinguish between bilateral and unilateral, and executed and executory contracts
- 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.”
- Distinguish between an amendment and an addendum and describe how and when they are used
- State the statute of limitations for written and oral contracts in Texas
- List reasons for a termination of a contract, including breach of contract

Unit 2:

- Explain and give examples of the exceptions to TRELTA/TREC’s rules regarding the use of promulgated forms
- Describe the unauthorized practice of law and how to avoid it
- Describe the composition and duties of the Broker-Lawyer Committee
- Recall how many TREC forms there are and identify whether a TREC form is a promulgated contract, addendum, amendment, resale certificate, notice, consumer disclosure, or approved optional/voluntary use form
- Describe the proper procedure for presenting offers and multiple offers and identify when the offer becomes a contract

Unit 3:

- List the information required to complete contract forms
- Fill out paragraphs 1 through 3 of the One to Four Family Residential Contract and be able to identify the provisions within them
- Identify which items should be included in the Non-Realty Items Addendum

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- Fill out the financing addenda: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum, Addendum for Release of Liability on Assumed Loan and/or Restoration of Seller's VA Entitlement

### Unit 4:

- Identify the provisions within paragraphs 4 (License holder Disclosure) and 5 (Earnest Money) of the One to Four Family Residential Contract
- Describe the purpose of option money and how to correctly fill out paragraphs 23 (Termination Option) of the One to Four Family Residential Contract
- Identify the provisions within paragraph 6 (Title Policy and Survey) of the One to Four Family Residential Contract, including notices 1-10
- Identify the provisions withing paragraph 7 (Property Condition) of the One to Four Family Residential Contract

### Unit 5:

- Describe the provision of the closing and possession paragraphs (paragraphs 9 and 10) of the One to Four Family Residential Contract
- Describe the proper use of the buyer's and the seller's temporary lease agreements and the importance of holdover fees in paragraph 19 of those agreements
- Discuss what may and may not be included in the Special Provisions paragraph of the One to Four Family Residential Contract
- Fill out paragraph 12 (Settlement and Other Expenses) of the One to Four Family Residential Contract and identify the provisions within it
- Discuss paragraph 13-20 in the One to Four Family Residential Contract, which describes the rights or agreements of the parties and do not need to be filled out
- Describe how to properly fill out paragraphs 21-24 of the One to Four Family Residential Contract
- 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
- Describe the purpose of the final page of the One to Four Family Residential Contract

### Unit 6:

- Identify the ways in which the other five promulgated contracts differ from the One to Four Family Residential Contract
- Describe the proper use of the Residential Condominium Contract
- Describe the proper use of the Farm and Ranch Contract
- Describe the proper use of the Unimproved Property Contract
- Describe the proper use of the New Home Contracts

### Unit 7:

- Describe the proper use of the Addendum for Sale of Other Property by Buyer
- Describe the proper use of the Addendum for Back-Up Contract
- Describe the proper use of the Addendum for Reservation of Oil, Gas, and Other Minerals

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- 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
  - Describe the proper use of the Addendum for Property Located Seaward of the Gulf Intercoastal Waterway, Addendum for Coastal Area Property, Addendum for Property in a Propane Gas System Service Area, and the Addendum for Hydrostatic Testing
  - Describe the proper use of the Addendum for Property Subject to Mandatory Membership in a Property Owners Association
  - Describe the proper use of the Short Sale Addendum
  - Describe the proper use of the noncontract forms: Promulgated Resale Certificates, Consumer Protection Notice, and Information About Brokerage Services Form
  - 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:

- Describe current forms or fraud and how it affects license holders and the public
- Identify on which forms brokers' fees are agreed upon
- Identify the protected classes under the fair housing laws in Texas
- List disclosures that are required, permitted, and prohibited
- Describe HUD's occupancy standards

### Unit 9:

- Complete a sample transaction using these forms:
- One to Four Family Residential Contract
- Lead-Based Paint Addendum
- Third-Party Financing Addendum
- Complete a sample transaction using forms:
- One to Four Family Residential Contract
- Environmental Assessment, Threatened or Endangered Species, and Wetlands Addendum
- Seller Financing Addendum
- 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 Intercoastal Waterway
- Addendum for Release of Liability on Assumed Loan and/or Restoration of Seller's VA Entitlement

### **Course Outline or Schedule:**

*This schedule is subject to change. Notification of changes will be posted in Brightspace and/or delivered by*

*MCC student e-mail. Students are responsible for checking all forms of communication. Unless otherwise noted, all items will be due by 11:59 p.m. on the due date.*

# REAL ESTATE CONTRACTS & ADDENDA

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Date	Class Agenda	Items Due
07/08/21	Introduction, COVID Certificate Chapter 1 and Chapter 2	Review Syllabus and Course Requirements, Chapter 1 Quiz, Chapter 2 Quiz due 07/14/21
07/14/21	Chapter 3 and Chapter 4	Chapter 3 Quiz, Ch 3 Scenario, Chapter 4 Quiz due 07/21/21
07/21/21	Chapter 5 and Chapter 6	Chapter 5 Quiz, Ch 5 Scenario, Chapter 6 Quiz due 07/28/21
07/28/21	Chapter 7 and Chapter 8	Chapter 7 Quiz, Chapter 8 Quiz, Scenario due 08/04/21
08/04/21	Chapter 9 Assignments	Ch 9 Scenario, Practice Contract Completion: Fleming to Donaldson, Johnson to Swanson, Kramer to Sweeney Due 08/08/21
08/11/21	Final Exam 8:00 a.m. – 8:00 p.m.	Final is due no later than 8:00 p.m.

*This course schedule is subject to change at the discretion of the instructor.*

## Course Grading Information:

### Grading Scale

A	447.5 and above
B	397.5-447.4
C	347.5-397.4
D	297.5-347.4
F	<b><i>Below 297.5</i></b>

### Points Distribution

Assignment	Details	Points Available
Assignments	Reading and Chapter Assignments	200
Quizzes	8 Chapter quizzes	180
Final Exam	Final Exam	120
<b>BONUS</b>	<b>COVID CERTIFICATE-REQUIRED</b>	<b>3 Bonus</b>
<i>The overall grade is based on a scale of 500 points</i>	<b><i>NO LATE WORK WILL BE ACCEPTED</i></b>	<b><i>500 POINTS TOTAL</i></b>

SPECIAL NOTE: Students will earn a zero if caught cheating, plagiarizing, or colluding with others to gain

grade advantage in the course, either for themselves or others.

**Late Work, Attendance, and Make Up Work Policies:**

No late work will be accepted and work not submitted by due date and time will earn a zero. Attendance policies will be enforced. Student who misses more than 25% of the class may be dropped from the course. Attendance in an online class will be assessed by graded work meeting the due date and discussion board activity. Review MCC Rules and Policies here:

<http://www.mclennan.edu/highlander-guide/policies>

**Student Behavioral Expectations or Conduct Policy:**

- Professor and Students are expected to treat each other and peers with courtesy, dignity, and respect.
- Students are expected to convey an attitude that seeks to take full advantage of the education opportunity participate in class activities and discussions.

**[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.

# McLennan

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## ACADEMIC RESOURCES/POLICIES

### **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](mailto: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](https://www.mclennan.edu/foundation/docs/Emergency_Grant_Application.pdf).

### **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.

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

Go to <https://www.mclennan.edu/center-for-teaching-and-learning/Faculty%20and%20Staff%20Commons/requirements.html> for information on the minimum system requirements needed to reliably access your courses in MCC's D2L|Brightspace learning management system.



**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](mailto: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.

**MCC Academic Integrity Statement:**

Go to [www.mclennan.edu/academic-integrity](http://www.mclennan.edu/academic-integrity) for information about academic integrity, dishonesty, and cheating.

**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](http://www.mclennan.edu/disability).

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

[disabilities@mclennan.edu](mailto: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](mailto: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/](http://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.

**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.