

CONTRACT CHANGE GUIDE

A Complete Guide of Contract Form
Changes Effective Jan 1, 2026

2026



OKLAHOMA
Real Estate Commission

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TABLE OF CONTENTS

- 03** About the Contract Forms Committee
- 04** Submissions
- 05** Residential Sale
- 09** Residential Property Condition Disclosure
- 13** Residential Property Condition Disclaimer
- 14** Cooperative Compensation Supplement
- 15** Listing Agreement - Exclusive Right to Sell
- 17** Notice of TRR
- 19** Conditioned on Sale - Not Under Contract
- 20** Buyer's Removal of Condition Notification
- 21** New Home Construction
- 22** Commercial Improved
- 23** Commercial Land
- 24** Seller's Counteroffer
- 25** Buyer's Counteroffer to Seller's Counteroffer
- 27** Acknowledgement and Confirmation of Disclosures
- 28** Lead-Based Paint Disclosure - Seller
- 29** Lead-Based Paint Disclosure - Landlord
- 30** Condominium and Townhouse Association Forms
- 31** Financing Supplements - Native American and VA Home Loan
- 33** Escalation Addendum
- 34** Standard Clauses
- 36** Wire Fraud Advisory
- 37** New Forms



ABOUT THE COMMITTEE

The Contract Form Committee was established by the legislature in 2001, for the purpose of creating real estate contracts and related addenda for use by real estate licensees.

The Committee consists of a total of 13 members: five (5) appointed by the Oklahoma Real Estate Commission; three (3) appointed by the Oklahoma Bar Association; and five (5) members appointed by the Oklahoma Association of Realtors.

The 2025 members are as follows:

Oklahoma Association of Realtors®

Don Lorg – Chairman
Charles McBride
Victoria Caldwell
Angela Tinsley
Scott Ward

Oklahoma Bar Association

Kelly Kinser
Sarah Moore

Oklahoma Real Estate Commission

Don Beach
Martin VanMeter
Jackie Foos
Ann Ballew
Connie Campbell

OREC Staff

Grant Cody (previous staff)
Riece Baker
Patrick Schrank
Matt Holder
Bailey Crotty
Arden Nerius
David Hall

The Contract Forms Committee extends a special thank you to the GTAR and OKCMAR volunteers that assisted with this year's contract form changes.

For questions, comments, or suggestions, please contact us at help@orec.ok.gov



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SUBMISSIONS

A special thank you to all licensees, attorneys, title company associates, lenders, and other stakeholders who submitted contract form change suggestions this year:

Rod Baker
Mitch Biesemeyer
Donna Bullock
Dustin Cantrell
Kim Davis
Mitzi Farris
Kathy Fowler
Jan Gordon
Christy Grisby
Tom Hall
Erika Jones
Angelena Harris
Shelley Hazel
Jerrid Horton
Darla Koetter
Geoffrey Long
Dustin McIntosh
Angela McReynolds
Julie Nguyen
Sandi O'Dell
Shawna Rhines
Lindsey Schlomann
Bryan Sheppard
Lyndle Smith
Pam Suttles
Michael Urie
Brad Worster



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RESIDENTIAL SALE

CHANGE #1 - PAGE 2, PARAGRAPH 4

PREVIOUS VERSION:

- | | | |
|--|--|--|
| <ul style="list-style-type: none">• Attic and ceiling fan(s)• Bathroom mirror(s)• Other mirrors, if attached• Central vacuum & attachments• Floor coverings, if attached• Key(s) to the property• Built-in and under cabinet/counter appliance(s)• Free standing slide-in/drop-in kitchen stove• Built-in sound system(s)/speaker(s)• Lighting & light fixtures• Fire, smoke and security system(s), if owned• Shelving, if attached• Fireplace inserts, logs, grates, doors and screens | <ul style="list-style-type: none">• Free standing heating unit(s)• Humidifier(s), if attached• Water conditioning systems, if owned• Window treatments & coverings, interior & exterior• Storm windows, screens & storm doors• Garage door opener(s) & remote transmitting unit(s)• Fences (includes sub-surface electric & components)• Mailboxes/Flag poles• Outside cooking unit(s), if attached• Propane tank(s) if owned• Generator(s) & Solar Panel(s), if owned | <ul style="list-style-type: none">• TV antennas/satellite dish system(s) and control(s), if owned• Sprinkler systems & control(s)• Swimming Pool/Spa equipment/accessories• Attached recreational equipment• Exterior landscaping and lighting• Entry gate control(s)• Water meter, sewer/trash membership, if owned• All remote controls, if applicable• Transferable Service Agreements and Product Warranties |
|--|--|--|

UPDATED VERSION:

4. ACCESSORIES, EQUIPMENT AND SYSTEMS. The following items, if existing on the Property, unless otherwise excluded, shall remain with the Property at no additional cost to Buyer:

- | | | |
|--|---|--|
| <ul style="list-style-type: none">• Attic and ceiling fan(s)• Bathroom mirror(s)• Other mirrors, if attached• Central vacuum & attachments• Floor coverings, if attached• Key(s) to the property• Built-in and under cabinet/counter appliance(s)• Free standing slide-in/drop-in kitchen stove• Built-in sound system(s)/speaker(s)• Lighting & light fixtures• Fire, smoke and security system(s), if owned• Shelving, if attached• Fireplace inserts, logs, grates, doors and screens | <ul style="list-style-type: none">• Free standing heating unit(s)• Humidifier(s), if attached• Water conditioning systems, if owned• Window treatments & coverings, interior & exterior• Storm windows, screens & storm doors• Garage door opener(s) & remote transmitting unit(s)• Fences (includes sub-surface electric & components)• Mailboxes/Flagpoles• Outside cooking unit(s), if attached• Propane tank(s) if owned• <u>Generator(s) & Solar Panel(s), if owned and attached</u> | <ul style="list-style-type: none">• TV antennas/satellite dish system(s) and control(s), if owned• Sprinkler systems & control(s)• Swimming Pool/Spa equipment/accessories• Attached recreational equipment• Exterior landscaping and lighting• Entry gate control(s)• Water meter, sewer/trash membership, if owned• All remote controls, if applicable• Transferable Service Agreements and Product Warranties |
|--|---|--|

SUMMARY OF CHANGE: Clarified only attached and owned Generators and Solar Panels are included under Accessories



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RESIDENTIAL SALE

CHANGE #2 - PAGE 4, PARAGRAPH 10C

PREVIOUS VERSION:

OR

☐ Attorney's Title Opinion, which is not rendered for title insurance purposes.

C. LAND OR BOUNDARY SURVEY OR REPORT. Seller agrees that Buyer may have a licensed survey or enter upon the Property to perform: **(check one)**

☐ a Land or Boundary (Pin Stake) Survey, or
☐ a Mortgage Inspection Report

☐ Buyer elects not to receive any Land or Boundary Report/ Survey or Mortgage Inspection Report, unless required by Title or law

The expense of the Land or Boundary Report or Survey shall be paid by: **(check one)** ☐ Buyer ☐ Seller

The (1) Abstract of Title, (2) Commitment for Title Insurance or Attorney's Title Opinion, (3) the Uniform Commercial Code Search Certificate, and (4) the Survey or Mortgage Inspection Report, if selected, collectively constitutes the "Title Evidence."

UPDATED VERSION:

C. LAND OR BOUNDARY SURVEY OR REPORT. Seller agrees that Buyer may have a licensed survey or enter upon the Property to perform: **(check one)**

☐ a Land or Boundary (Pin Stake) Survey, or
☐ a Mortgage Inspection Report

☐ Buyer elects not to receive any Land or Boundary Report/ Survey or Mortgage Inspection Report, unless required by Title or law

The expense of the **Mortgage Inspection Report or Land / Boundary Report / Survey** shall be paid by: **(check one)**
☐ Buyer ☐ Seller

The (1) Abstract of Title, (2) Commitment for Title Insurance or Attorney's Title Opinion, (3) the Uniform Commercial Code Search Certificate, and (4) the Survey or Mortgage Inspection Report, if selected, collectively constitutes the "Title Evidence."

SUMMARY OF CHANGE: Add clarifying language to include Mortgage Inspection Report as expense payable by Buyer or Seller



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RESIDENTIAL SALE

CHANGE #3 - PAGE 4, PARAGRAPH 10C

PREVIOUS VERSION:

C. LAND OR BOUNDARY SURVEY OR REPORT. Seller agrees that Buyer may have a licensed survey or enter upon the Property to perform: (check one)

☐ a Land or Boundary (Pin Stake) Survey, or
☐ a Mortgage Inspection Report

☐ Buyer elects not to receive any Land or Boundary Report / Survey or Mortgage Inspection Report, unless required by Title or law

The expense of the Mortgage Inspection Report or Land / Boundary Report / Survey shall be paid by: (check one)

☐ Buyer ☐ Seller

UPDATED VERSION:

C. LAND OR BOUNDARY SURVEY OR REPORT. Seller agrees that Buyer may have a licensed surveyor enter upon the Property to perform:
(Check one)

☐ a Mortgage Inspection Report, or
☐ a Pin Stake / Boundary Survey

☐ Buyer elects not to receive any Mortgage Inspection Report or Pin Stake / Boundary Survey, unless required by Title or law

The expense of the Mortgage Inspection Report or Pin Stake / Boundary Survey shall be paid by: (check one)

☐ Buyer ☐ Seller

SUMMARY OF CHANGE: Re-ordered to put Mortgage Inspection Report first and changed to "Pin Stake / Boundary Survey" throughout section for consistency



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RESIDENTIAL SALE

CHANGE # 4 - PAGE 4, PARAGRAPH 10D

PREVIOUS VERSION:

OR

☐ Attorney's Title Opinion, which is not rendered for title insurance purposes.

C. LAND OR BOUNDARY SURVEY OR REPORT. Seller agrees that Buyer may have a licensed survey or enter upon the Property to perform: **(check one)**

☐ a Land or Boundary (Pin Stake) Survey, or
☐ a Mortgage Inspection Report

☐ Buyer elects not to receive any Land or Boundary Report/ Survey or Mortgage Inspection Report, unless required by Title or law

The expense of the Land or Boundary Report or Survey shall be paid by: **(check one)** ☐ Buyer ☐ Seller

The (1) Abstract of Title, (2) Commitment for Title Insurance or Attorney's Title Opinion, (3) the Uniform Commercial Code Search Certificate, and (4) the Survey or Mortgage Inspection Report, if selected, collectively constitutes the "Title Evidence."

UPDATED VERSION:

by Title or law

The expense of the Mortgage Inspection Report or Land / Boundary Report / Survey shall be paid by: **(check one)**

☐ Buyer ☐ Seller

D. BUYER TO EXAMINE TITLE EVIDENCE.

The (1) Abstract of Title, (2) Commitment for Title Insurance or Attorney's Title Opinion, (3) the Uniform Commercial Code Search Certificate, and (4) the Survey or Mortgage Inspection Report, if selected, collectively constitutes the "Title Evidence."

I. Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections or requirements to Title to Seller or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine

SUMMARY OF CHANGE: Moved Title Evidence to 10D for more relevant placement



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RESIDENTIAL PROPERTY CONDITION DISCLOSURE

CHANGE #1 - PAGE 1

PREVIOUS VERSION:

Trash Compactor
Built-In Icemaker
Solar Panels & Generators <input type="checkbox"/> Leased <input type="checkbox"/> Owned <input type="checkbox"/> Financed

UPDATED VERSION:

Trash Compactor
Built-In Icemaker
Solar Panels <input type="checkbox"/> Leased <input type="checkbox"/> Owned <input type="checkbox"/> Financed
Generators <input type="checkbox"/> Leased <input type="checkbox"/> Owned <input type="checkbox"/> Financed

SUMMARY OF CHANGE: Separated Solar Panels and Generators



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RESIDENTIAL PROPERTY CONDITION DISCLOSURE

CHANGE #2 - PAGE 1

PREVIOUS VERSION:

Plumbing
Whirlpool Tub
Sewer System <input type="checkbox"/> Public <input type="checkbox"/> Septic <input type="checkbox"/> Lagoon

UPDATED VERSION:

Whirlpool
Sewer System <input type="checkbox"/> Public <input type="checkbox"/> Private
If private, select type: <input type="checkbox"/> Septic/Aerobic <input type="checkbox"/> Septic / Lateral Lines <input type="checkbox"/> Septic/Lagoon

SUMMARY OF CHANGE: Added options for sewer system selection



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RESIDENTIAL PROPERTY CONDITION DISCLOSURE

CHANGE #3 - PAGE 2

PREVIOUS VERSION:

Flood and Water	Yes	No
3. What is the flood zone status of the property? _____		
4. Are you aware if the property is located in a floodway as defined in the Oklahoma Floodplain Management Act?		
5. Are you aware of any flood insurance requirements concerning the property?		

UPDATED VERSION:

Flood and Water	Yes	No
3. Are you aware if the dwelling or improvements are located in a FEMA defined flood zone? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		
If yes, what type of flood zone? (check all that apply)		
<input type="checkbox"/> 100-year flood zone <input type="checkbox"/> 500-year flood zone <input type="checkbox"/> floodway <input type="checkbox"/> outside hazard area		
Are you aware if the dwelling or improvements are located in a municipal or other government defined flood zone?		
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown If yes, what type of flood zone? _____		
4. Are you aware if the dwelling or improvements are located in or adjacent to a regulated flood control reservoir (dam)?		
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		

SUMMARY OF CHANGE: Included checkboxes for flood zone status, added question for flood control reservoir, removed duplicative question (previous #4)



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RESIDENTIAL PROPERTY CONDITION DISCLOSURE

CHANGE #4 - PAGE 4

UPDATED VERSION:

Miscellaneous
48. Are you aware of other defect(s) affecting the property not disclosed above?
49. Are you aware of any other fees or dues required on the property that you have not disclosed?
50. Are you aware of any warranties covering the property, its fixtures, or improvements (foundation, roof shingles, etc.)?

SUMMARY OF CHANGE: Added new question regarding warranties associated with property, fixtures or improvements



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RESIDENTIAL PROPERTY CONDITION DISCLAIMER

CHANGE #1

PREVIOUS VERSION:

Defect means a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of the property, or that would impair the health or safety of future occupants of the property.

SELLER'S DISCLAIMER STATEMENT

The undersigned seller states that seller has never occupied the property located at _____, Oklahoma; makes no disclosures concerning the condition of the property; AND has no actual knowledge of any defect.

Seller's Signature Date Seller's Signature Date

UPDATED VERSION:

Defect means a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of the property, or that would impair the health or safety of future occupants of the property.

SELLER'S DISCLAIMER STATEMENT

The undersigned seller states the following regarding the property located at _____, Oklahoma;

(initial all below)

Seller has never occupied the property _____

Seller has no actual knowledge of any defects _____

Seller makes no disclosures concerning the condition of the property _____

SUMMARY OF CHANGE: Bolded definition of Defect; added Seller's initials for emphasis on disclaimer statements



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COOPERATIVE COMPENSATION SUPPLEMENT

UPDATED VERSION:

_____ Buyer's Signature	_____ Date	_____ Seller's Signature	_____ Date
_____ Buyer's Signature	_____ Date	_____ Seller's Signature	_____ Date
_____ Brokerage Company Name		_____ Brokerage Company Name	
(In the event of a counteroffer on an OREC counteroffer form, Seller(s) initial and do not sign)			

Buyer's Initials _____ Seller's Initials _____ Initials are for acknowledgement purposes only

SUMMARY OF CHANGE: Included clarifying language for counteroffers and added initials for acknowledgement



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LISTING AGREEMENT

CHANGE #1 - PAGE 1, PARAGRAPH 3

PREVIOUS VERSION:

3. Seller acknowledges the compensation in this Agreement is fully negotiable and not set by law. The compensation section in this Agreement must be completed before it can be signed by the Seller. This Agreement is not enforceable if this section is left blank.

- a. Seller agrees to pay compensation equal to the greater of _____% (0% if left blank) of the total sales price of the property plus \$_____ (\$0 if left blank); OR \$_____ (\$0 if left blank).
- b. Seller acknowledges Seller is not required to make an offer of compensation to Buyer's Broker. In the event a cooperative agreement or supplement to split compensation with another licensed real estate brokerage occurs, the compensation provided for in section 3a shall be split _____% of the total sales price of the property or \$_____ to be paid to Seller's Broker and _____% of the total sales price of the property or \$_____ to be paid to Buyer's Broker.

Seller (**check one**) ☐ does ☐ does not authorize Broker to disclose the amount of compensation to be offered to the Buyer's Broker in marketing and advertising the property

UPDATED VERSION:

3. Seller acknowledges the compensation in this Agreement is fully negotiable and not set by law. The compensation section in this Agreement must be completed before it can be signed by the Seller. This Agreement is not enforceable if this section is left blank.

A. Total Compensation

Seller agrees to pay compensation equal to the greater of:

☐ _____% (0% if left blank) of the total sales price of the property plus \$_____ (\$0 if left blank)

OR

☐ \$_____ (\$0 if left blank).

B. Cooperative Agreement Between Brokerages

Seller acknowledges Seller is not required to make an offer of compensation to Buyer's Broker. In the event a cooperative agreement or supplement is made to split compensation with another licensed real estate brokerage occurs, the compensation provided for in section 3A shall be divided as follows:

- To Seller's Broker: _____% of the total sales price of the property or \$_____
- To Buyer's Broker: _____% of the total sales price of the property or \$_____

Seller (**check one**) ☐ does ☐ does not authorize Broker to disclose the amount of compensation to be offered to the Buyer's Broker in marketing and advertising the property.

SUMMARY OF CHANGE: Reformatted compensation paragraph for clarity and ease of use



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LISTING AGREEMENT

CHANGE #2 - PAGE 2, PARAGRAPH 6

PREVIOUS VERSION:

6. ACCESSORIES, EQUIPMENT AND SYSTEMS. The following items, if existing on the Property, unless otherwise excluded, shall remain with the Property at no additional cost to Buyer:

- | | | |
|--|---|--|
| <ul style="list-style-type: none">• Attic and ceiling fan(s)• Bathroom mirror(s)• Other mirrors, if attached• Central vacuum & attachments• Floor coverings, if attached• Key(s) to the property• Built-in and under cabinet/counter appliance(s)• Free standing slide-in/drop-in kitchen stove• Built-in sound system(s)/speaker(s)• Lighting & light fixtures• Fire, smoke and security system(s), if owned• Shelving, if attached• Fireplace inserts, logs, grates, doors and screens | <ul style="list-style-type: none">• Free standing heating unit(s)• Humidifier(s), if attached• Water conditioning systems, if owned• Window treatments & coverings, interior & exterior• Storm windows, screens & storm doors• Garage door opener(s) & remote transmitting unit(s)• Fences (includes sub-surface electric & components)• Mailboxes/Flag poles• Outside cooking unit(s), if attached• Propane tank(s) if owned• Generator(s) & Solar Panel(s) if owned | <ul style="list-style-type: none">• TV antennas/satellite dish system(s) and control(s), if owned• Sprinkler systems & control(s)• Swimming Pool/Spa equipment/accessories• Attached recreational equipment• Exterior landscaping and lighting• Entry gate control(s)• Water meter, sewer/trash membership, if owned• All remote controls, if applicable• Transferable Service Agreements and Product Warranties |
|--|---|--|

UPDATED VERSION:

6. ACCESSORIES, EQUIPMENT AND SYSTEMS. The following items, if existing on the Property, unless otherwise excluded, shall remain with the Property at no additional cost to Buyer:

- | | | |
|--|---|--|
| <ul style="list-style-type: none">• Attic and ceiling fan(s)• Bathroom mirror(s)• Other mirrors, if attached• Central vacuum & attachments• Floor coverings, if attached• Key(s) to the property• Built-in and under cabinet/counter appliance(s)• Free standing slide-in/drop-in kitchen stove• Built-in sound system(s)/speaker(s)• Lighting & light fixtures• Fire, smoke and security system(s), if owned• Shelving, if attached• Fireplace inserts, logs, grates, doors and screens | <ul style="list-style-type: none">• Free standing heating unit(s)• Humidifier(s), if attached• Water conditioning systems, if owned• Window treatments & coverings, interior & exterior• Storm windows, screens & storm doors• Garage door opener(s) & remote transmitting unit(s)• Fences (includes sub-surface electric & components)• Mailboxes/Flagpoles• Outside cooking unit(s), if attached• Propane tank(s) if owned• Generator(s) & Solar Panel(s) if owned and attached | <ul style="list-style-type: none">• TV antennas/satellite dish system(s) and control(s), if owned• Sprinkler systems & control(s)• Swimming Pool/Spa equipment/accessories• Attached recreational equipment• Exterior landscaping and lighting• Entry gate control(s)• Water meter, sewer/trash membership, if owned• All remote controls, if applicable• Transferable Service Agreements and Product Warranties |
|--|---|--|

SUMMARY OF CHANGE: Clarified only attached and owned Generators and Solar Panels are included under Accessories



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NOTICE OF TRR

CHANGE #1 - PAGE 1

PREVIOUS VERSION:

As previously agreed in the purchase contract, attached are copies of all written reports obtained by Buyer, unless previously submitted to Seller. Buyer requests: (check one)

☐ 1. **NO TREATMENTS, REPAIRS, OR REPLACEMENTS** in connection with Buyer's investigations.

UPDATED VERSION:

☐ 1. **NO TREATMENTS, REPAIRS, OR REPLACEMENTS** in connection with Buyer's investigations. **This election by the Buyer does not require Seller's signature to be binding if delivered prior to the date specified in Treatments, Repairs, and Replacements Review paragraph of the Contract.**

SUMMARY OF CHANGE: Added sentence clarifying Seller's signature is not required for no treatments, repairs or replacements election to be binding



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NOTICE OF TRR

CHANGE #2 - PAGE 2

PREVIOUS VERSION:

- 1. **ACCEPTS** Buyer's request for Treatments, Repairs, and Replacements. Seller agrees to pay for and complete the treatments, repairs, and replacements prior to the Closing Date.
- 2. **MODIFIES** the Buyer's request for Treatments, Repairs, and Replacements. All other Treatments, Repairs, and Replacements requested by Buyer shall be in force unless modified below:

UPDATED VERSION:

~~in response to the Buyer's request for treatments, repairs, and replacements, Seller agrees to:~~

- 1. **ACCEPTS** Buyer's request for treatments, Repairs, and Replacements. Seller agrees to pay for and complete the treatments, repairs, and replacements prior to the Closing Date.
- 2. **MODIFIES** the Buyer's request for treatments, Repairs, and Replacements. All Treatments, Repairs, and Replacements requested by Buyer shall be in force unless modified below:

SUMMARY OF CHANGE: Removed the word other for clarity when Seller modifies Buyer's requests





CONDITIONED ON SALE - NOT UNDER CONTRACT

CHANGE #1

PREVIOUS VERSION:

SELLER'S DEMAND TO BUYER TO REMOVE THE TERMINATION CONDITION. If the Seller Received and desires to accept a valid, bona fide written offer including a backup supplement from a third Party subject to no conditions other than inspections, title, survey (or mortgage inspection certificate), financing, or a sales agreement subject to the successful closing of backup Buyer's property currently under contract, and conditioned upon Buyer's prior right to remove the Termination Condition, Seller may demand removal of the Termination Condition by notice to Buyer, or Buyer's Broker, if applicable. Buyer shall have until the date and time specified in the Demand From Seller to Remove Condition (no less than 24 hours after delivery of the notice) within which to remove the Termination Condition in the manner set forth below. If the date and time specific in the demand from Seller to remove the condition falls on a Saturday, Sunday, or legal holiday, the time to deliver shall be extended to the next day that is not a Saturday, Sunday, or legal holiday.

REMOVAL OF TERMINATION CONDITION. To remove the Termination Condition, Buyer shall either:

- (a) Have Buyer's Property under contract to close on or before the Closing Date of this Contract subject to no conditions other than inspections, title, survey (or mortgage inspection certificate) or financing;

UPDATED VERSION:

1. SELLER'S DEMAND TO BUYER TO REMOVE THE TERMINATION CONDITION. If the Seller Received and desires to accept a valid, bona fide written offer including a backup supplement from a third Party subject to no conditions other than inspections, title, survey, **mortgage inspection report**, financing, or a sales agreement subject to the successful closing of backup Buyer's property currently under contract, and conditioned upon Buyer's prior right to remove the Termination Condition, Seller may demand removal of the Termination Condition by notice to Buyer, or Buyer's Broker, if applicable. Buyer shall have until the date and time specified in the Demand From Seller to Remove Condition (no less than 24 hours after delivery of the notice) within which to remove the Termination Condition in the manner set forth below. If the date and time specific in the demand from Seller to remove the condition falls on a Saturday, Sunday, or legal holiday, the time to deliver shall be extended to the next day that is not a Saturday, Sunday, or legal holiday.

5. REMOVAL OF TERMINATION CONDITION. To remove the Termination Condition, Buyer shall either:

- (a) Have Buyer's Property under contract to close on or before the Closing Date of this Contract subject to no conditions other than inspections, title, survey, **mortgage inspection report, financing or a sales agreement subject to the successful closing of the undersigned Buyer's property, currently under contract**

SUMMARY OF CHANGE: Changed language to mortgage inspection report to match language in Residential Sale, added sales agreement language to 5 (a) for clarity





BUYER'S REMOVAL OF CONDITION NOTIFICATION

CHANGE #1

PREVIOUS VERSION:

- ☐ a) A copy of a contract to close the sale of Buyer's Property on or before the Closing Date in this Contract subject to no conditions other than inspections, title, survey (or mortgage inspection certificate) or financing or a sales agreement subject to the successful closing of the undersigned Buyer's property, currently under contract;

UPDATED VERSION:

- ☐ a) A copy of a contract to close the sale of Buyer's Property on or before the Closing Date in this Contract subject to no conditions other than inspections, title, survey, mortgage inspection report, financing or a sales agreement subject to the successful closing of the undersigned Buyer's property, currently under contract;

SUMMARY OF CHANGE: Changed language to mortgage inspection report to match language in Residential Sale





NEW HOME CONSTRUCTION

CHANGE # PAGE 6, PARAGRAPH 25

PREVIOUS VERSION:

ASSOCIATE INFORMATION	
SELLER'S BROKER / ASSOCIATE:	BUYER'S BROKER / ASSOCIATE:
<input type="text"/>	<input type="text"/>
Name and OREC Associate License Number	Name and OREC Associate License Number
<input type="text"/>	<input type="text"/>
OREC Company Name	OREC Company Name

UPDATED VERSION:

BUYER'S BROKER / ASSOCIATE:	SELLER'S BROKER / ASSOCIATE:
<input type="text"/>	<input type="text"/>
Name and OREC Associate License Number	Name and OREC Associate License Number
<input type="text"/>	<input type="text"/>
OREC Company Name	OREC Company Name

SUMMARY OF CHANGE: Corrected Buyer's Associate and Seller's Associate columns



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COMMERCIAL IMPROVED

CHANGE #1 - PARAGRAPH 20

PREVIOUS VERSION:

20. BROKER RELATIONSHIP DISCLOSURE/COMMISSION. Parties acknowledge and confirm that Broker(s) providing brokerage services to the Parties have described and disclosed their duties and responsibilities to the Parties prior to the Parties signing this Contract.

☐ (Applicable for in-house transactions only) Parties acknowledge and confirm that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract. Parties further acknowledge receipt of Estimate of Costs associated with this transaction and that a Contract Guide has been made available to the Parties in print, or at www.orec.ok.gov.

Seller acknowledges and confirms that the Broker providing brokerage services to the seller has described and disclosed their duties and responsibilities to the seller prior to the seller signing this Contract.

It is further acknowledged and agreed by the Parties that the ☐ Buyer ☐ Seller (check one) will pay the Seller's Broker a commission equal to of the purchase price at Closing for services rendered in this real estate transaction.

UPDATED VERSION:

20. BROKER RELATIONSHIP DISCLOSURE/COMMISSION. Parties acknowledge and confirm that Broker(s) providing brokerage services to the Parties have described and disclosed their duties and responsibilities to the Parties prior to the Parties signing this Contract.

☐ (Applicable for in-house transactions only) Parties acknowledge and confirm that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract. Parties further acknowledge receipt of Estimate of Costs associated with this transaction and that a Contract Guide has been made available to the Parties in print, or at www.orec.ok.gov.

Seller acknowledges and confirms that the Broker providing brokerage services to the seller has described and disclosed their duties and responsibilities to the seller prior to the seller signing this Contract.

CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

☐ Financing Supplement

☐ Exhibit

☐ Cooperative Compensation Supplement

☐ Supplement

SUMMARY OF CHANGE: Removed commission language from Paragraph 20 and included Cooperative Compensation Supplement as attachment



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COMMERCIAL LAND

CHANGE #1 - PARAGRAPH 20

PREVIOUS VERSION:

20. BROKER RELATIONSHIP DISCLOSURE/COMMISSION. Parties acknowledge and confirm that Broker(s) providing brokerage services to the Parties have described and disclosed their duties and responsibilities to the Parties prior to the Parties signing this Contract.

☐ (Applicable for in-house transactions only) Parties acknowledge and confirm that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract. Parties further acknowledge receipt of Estimate of Costs associated with this transaction and that a Contract Guide has been made available to the Parties in print, or at www.orec.ok.gov.

Seller acknowledges and confirms that the Broker providing brokerage services to the seller has described and disclosed their duties and responsibilities to the seller prior to the seller signing this Contract.

It is further acknowledged and agreed by the Parties that the ☐ Buyer ☐ Seller (check one) will pay the Seller's Broker a commission equal to of the purchase price at Closing for services rendered in this real estate transaction.

UPDATED VERSION:

20. BROKER RELATIONSHIP DISCLOSURE/COMMISSION. Parties acknowledge and confirm that Broker(s) providing brokerage services to the Parties have described and disclosed their duties and responsibilities to the Parties prior to the Parties signing this Contract.

☐ (Applicable for in-house transactions only) Parties acknowledge and confirm that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract. Parties further acknowledge receipt of Estimate of Costs associated with this transaction and that a Contract Guide has been made available to the Parties in print, or at www.orec.ok.gov.

Seller acknowledges and confirms that the Broker providing brokerage services to the seller has described and disclosed their duties and responsibilities to the seller prior to the seller signing this Contract.

CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

☐ Financing Supplement

☐ Supplement

☐ Exhibit

☐ Cooperative Compensation Supplement

SUMMARY OF CHANGE: Removed commission language from Paragraph 20 and included Cooperative Compensation Supplement as attachment



OKLAHOMA
Real Estate Commission



SELLER'S COUNTEROFFER

CHANGE #1 and #2 - PAGE 1, PARAGRAPH 2

PREVIOUS VERSION:

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

SELLER'S COUNTEROFFER

2. OTHER TERMS. All the other terms and conditions of the attached Contract of Sale of Real Estate and, if included, the Supplement(s) shall remain the same. In the event of a conflict between the terms and conditions in this Counteroffer and the terms and conditions of the attached Contract of Sale of Real Estate and, if included, Supplement(s), the terms and conditions of the Counteroffer shall govern.

UPDATED VERSION:

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

SELLER'S COUNTEROFFER - RESIDENTIAL SALE

2. OTHER TERMS. All the other terms and conditions of the attached Contract of Sale of Real Estate and, if included, the Supplement(s) shall remain the same. In the event of a conflict between the terms and conditions in Seller's Counteroffer and the terms and conditions of the attached Contract of Sale of Real Estate and, if included, the Supplement(s), the terms and conditions of the Seller's Counteroffer shall govern.

SUMMARY OF CHANGE: Modified title for use only with Residential Sale contract and provided clarifying language regarding terms in other forms



OKLAHOMA
Real Estate Commission



BUYER'S COUNTEROFFER TO SELLER'S COUNTEROFFER

CHANGE #1 and #2 - PAGE 1, PARAGRAPH 2

PREVIOUS VERSION:

2. **OTHER TERMS.** All the other terms and conditions of the attached Contract of Sale of Real Estate and, if included, the Supplement(s) shall remain the same. In the event of a conflict between the terms and conditions in this Counteroffer and the terms and conditions of the attached Contract of Sale of Real Estate and, if included, Supplement(s), the terms and conditions of the Buyer's Counteroffer shall govern.

UPDATED VERSION:

PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION
This is a legally binding Contract; if not understood, seek advice from an attorney.

BUYER'S COUNTEROFFER TO SELLER'S COUNTEROFFER - RESIDENTIAL SALE

1. **COUNTEROFFER.** The undersigned Buyers(s) agrees to the Seller's Counteroffer for the purchase of the real estate described above EXCEPT FOR the Buyer's deletions, amendments or modifications as follows on this date _____:

Contract of Sale of Real Estate (Select all that apply):

(2) Purchase Price: \$_____	(10c) Land or Boundary Survey or Report shall be (check one): Buyer's Expense <input type="checkbox"/> Seller's Expense <input type="checkbox"/>
(2) Earnest Money: \$_____	(12) Residential Service Agreement (RSA): A. The property shall not be covered by a Residential Service Agreement
(2) Trust Account Earnest Money shall be deposited: _____	C. The property shall be covered by a RSA selected by the Buyer at an approximate cost of \$_____. Seller Agrees to pay \$_____ and Buyer agrees to pay the balance.
(3) Closing Date: _____	(13) Additional Provisions: _____
(4b) Exclusions: _____	
(5) Time Reference Date: _____	
(7A) Days to Inspect: _____	
(7C2) Days to Negotiate TRR: _____	

Supplement(s):

2. **OTHER TERMS.** All the other terms and conditions of the attached Contract of Sale of Real Estate and, if included, the Supplement(s) and Seller's Counteroffer shall remain the same. In the event of a conflict between the terms and conditions in Buyer's Counteroffer, Seller's Counteroffer, and the terms and conditions of the attached Contract of Sale of Real Estate and, if included, the Supplement(s), the terms and conditions of the Buyer's Counteroffer shall govern.

SUMMARY OF CHANGE: Modified title for use only with Residential Sale contract and provided clarifying language regarding terms in other forms





BUYER'S COUNTEROFFER TO SELLER'S COUNTEROFFER

CHANGE #3 - NOTE SECTION

PREVIOUS VERSION:

NOTE: All amendments and modifications to the submitted Contract of Sale of Real Estate and, if included, supplement(s) and related addenda should be set forth on this Counteroffer only. Signatures on this form by all parties shall constitute a fully executed Contract of Sale of Real Estate. Seller should only sign this Counteroffer and the Acknowledgement and Confirmation of Disclosures form and, if applicable, the Real Estate Certification at the bottom of the applicable Financing Agreement. **BY INITIALING BELOW, BUYER AND SELLER ARE CONFIRMING RECEIPT OF THIS COUNTEROFFER.**

UPDATED VERSION:

NOTE: Terms of the Contract of Sale of Real Estate, Seller's Counteroffer and, if included, supplement(s) and related addenda shall be in effect unless further modified on this form. Signatures on this form by all parties shall constitute a fully executed Contract of Sale of Real Estate. Seller should only sign this Counteroffer and the Acknowledgment and Confirmation of Disclosures form and, if applicable, the Real Estate Certification at the bottom of the applicable Financing Agreement. **BY INITIALING BELOW, BUYER AND SELLER ARE CONFIRMING RECEIPT OF THIS COUNTEROFFER.**

SUMMARY OF CHANGE: Removed first sentence of note regarding amendments and modifications set forth on only the terms of the counteroffer form



OKLAHOMA
Real Estate Commission



ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES

CHANGE #1 - PAGE 1

PREVIOUS VERSION:

OKLAHOMA REAL ESTATE COMMISSION
This is a legally binding Contract; if not understood, seek advice from an attorney.
ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES

UPDATED VERSION:

OKLAHOMA REAL ESTATE COMMISSION
This is a legally binding Contract; if not understood, seek advice from an attorney.
ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES
(To be signed by Buyer and Seller even if counteroffer is attached)

SUMMARY OF CHANGE: Included clarifying language for counteroffers



OKLAHOMA
Real Estate Commission



LEAD-BASED PAINT DISCLOSURE - SELLER

UPDATED VERSION:

PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS**

Lead Warning Statement
Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: _____

Seller's Disclosure

a. Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known: _____

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b. Records and reports available to the seller (initial (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List documents below: _____

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

c. Purchaser has (initial (i) or (ii) below):

i. _____ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

ii. _____ **not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.**

d. _____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home (initial).

e. Purchaser has (initial (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial or enter N/A if not applicable)

_____. Seller's agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

_____. Purchaser's agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance (only required if the purchaser's agent receives compensation from the seller).

Certification of Accuracy
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Purchaser _____ Date _____	Seller _____ Date _____
Purchaser _____ Date _____	Seller _____ Date _____
Broker / Associate _____ Date _____	Broker / Associate _____ Date _____

SUMMARY OF CHANGE: Updated form to match EPA updates to include option if Lessee has not received records regarding lead-based paint and Agent acknowledgments



OKLAHOMA
Real Estate Commission



LEAD-BASED PAINT DISCLOSURE - LANDLORD

UPDATED VERSION:

PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS**

Lead Warning Statement
Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Property Address _____

Lessor's Disclosure

a. Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b. Records and reports available to the lessor (initial (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List documents below:

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment

c. Lessee has (initial i or ii below):

i. _____ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

ii. _____ **not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.**

d. _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home* (initial).

Agent's Acknowledgment (initial or enter N/A if not applicable)

e. _____ Lessor's agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

f. _____ Lessee's agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance (only required if the lessee's agent receives compensation from the lessor).

Certification of Accuracy
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessee _____	Date _____	Lessor _____	Date _____
Lessee _____	Date _____	Lessor _____	Date _____
Broker / Associate _____	Date _____	Broker / Associate _____	Date _____

SUMMARY OF CHANGE: Updated form to match EPA updates to include option if Lessee has not received records regarding lead-based paint and Agent acknowledgments



OKLAHOMA
Real Estate Commission



CONDOMINIUM AND TOWNHOUSE ASSOCIATION FORMS

PREVIOUS VERSION:

PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION
This is a legally binding Contract; if not understood, seek advice from an attorney.

CONDOMINIUM ASSOCIATION

This supplement, which is attached to and part of the Oklahoma Uniform Contract of Sale of Real Estate, relates to the following described real estate:

1. INSPECTION OF COMMON ELEMENTS AND REVIEW OF DOCUMENTS. Seller, or Seller's Broker, if applicable, within five (5) days from the Time Reference Date shall deliver to Buyer, in care of Buyer's Broker, if applicable, the Declaration (Unit Owners' Estate Act, O.S. Title 60, Section 501 et seq.), Restrictive Covenants, Bylaws of the Owners' Association, (which may grant to the Owners' Association a right of first refusal concerning the sale of the Property), a copy of the Owners' Association annual budget reflecting the current monthly assessment(s) for maintenance and common expense allocable to the Property, the Project Plot Plan, Unit Plan, and the Rules and Regulations adopted by the Board of Directors of the Owners' Association, if any (the "Documents").

Buyer, within the time provided in the Investigations, Inspections and Reviews Paragraph of the Residential Contract of Sale of Real Estate, shall examine the Documents and make an inspection of those common areas of the Project which are maintained and operated by the Owners' Association. If Buyer objects to the provisions of the Documents, or if any item of the common element does not meet the Buyer's approval, Buyer shall have the right to cancel this Contract as provided in the Investigations, Inspections and Reviews Paragraph of the Residential Contract of Sale of Real Estate.

2. CONDOMINIUM OWNERS' ASSOCIATION REPAIR OBLIGATIONS. If repairs are required as a result of inspections accomplished per Paragraph 7 of the Contract of Sale of Real Estate and if such repairs are the responsibility of the Owners' Association, the Seller, or Seller's Broker, if applicable, shall obtain a repair commitment letter from the Owners' Association, and subject to lender's acceptance of said commitment letter, the Closing shall not be delayed and Buyer and Seller agree to close per the Investigations, Inspections and Reviews Paragraph of the Residential Contract of Sale of Real Estate.

OKLAHOMA REAL ESTATE COMMISSION
This is a legally binding Contract; if not understood, seek advice from an attorney.

TOWNHOUSE ASSOCIATION

This supplement, which is attached to and part of the Oklahoma Uniform Contract of Sale of Real Estate, relates to the following described real estate:

1. INSPECTION OF COMMON ELEMENTS AND REVIEW OF DOCUMENTS. Seller, or Seller's Broker, if applicable, within five (5) days from the Time Reference Date shall deliver to Buyer, in care of Buyer's Broker, if applicable, the Declaration (Unit Owners' Estate Act, O.S. Title 60, Section 501 et seq.), Restrictive Covenants, Bylaws of the Owners' Association, (which may grant to the Owners' Association a right of first refusal concerning the sale of the Property), a copy of the Owners' Association annual budget reflecting the current monthly assessment(s) for maintenance and common expense allocable to the Property, the Project Plot Plan, Unit Plan, and the Rules and Regulations adopted by the Board of Directors of the Owners' Association, if any (the "Documents").

Buyer, within the time provided in the Investigations, Inspections and Reviews Paragraph of the Residential Contract of Sale of Real Estate, shall examine the Documents and make an inspection of those common areas of the Project which are maintained and operated by the Owners' Association. If Buyer objects to the provisions of the Documents, or if any item of the common element does not meet the Buyer's approval, Buyer shall have the right to cancel this Contract as provided in the Investigations, Inspections and Reviews Paragraph of the Residential Contract of Sale of Real Estate.

2. TOWNHOUSE OWNERS' ASSOCIATION REPAIR OBLIGATIONS. If repairs are required as a result of inspections accomplished per Paragraph 7 of the Contract of Sale of Real Estate and if such repairs are the responsibility of the Owners' Association, the Seller, or Seller's Broker, if applicable, shall obtain a repair commitment letter from the Owners' Association, and subject to lender's acceptance of said commitment letter, the Closing shall not be delayed and Buyer and Seller agree to close per the Investigations, Inspections and Reviews Paragraph of the Residential Contract of Sale of Real Estate.

UPDATED VERSION:

PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION
This is a legally binding Contract; if not understood, seek advice from an attorney.

CONDOMINIUM / TOWNHOUSE ASSOCIATION

This supplement, which is attached to and part of the Oklahoma Uniform Contract of Sale of Real Estate, relates to the following described real estate:

1. INSPECTION OF COMMON ELEMENTS AND REVIEW OF DOCUMENTS. Seller, or Seller's Broker, if applicable, within five (5) days from the Time Reference Date shall deliver to Buyer, in care of Buyer's Broker, if applicable, the Declaration (Unit Ownership Estate Act, O.S. Title 60, Section 501 et seq.), Restrictive Covenants, Bylaws of the Owners' Association, (which may grant to the Owners' Association a right of first refusal concerning the sale of the Property), a copy of the Owners' Association annual budget reflecting the current monthly assessment(s) for maintenance and common expense allocable to the Property, the Project Plot Plan, Unit Plan, and the Rules and Regulations adopted by the Board of Directors of the Owners' Association, if any (the "Documents").

Buyer, within the time provided in the Investigations, Inspections and Reviews Paragraph of the Residential Contract of Sale of Real Estate, shall examine the Documents and make an inspection of those common areas of the Project which are maintained and/or operated by the Owners' Association. If Buyer objects to the provisions of the Documents, or if any item of the common elements does not meet the Buyer's approval, Buyer shall have the right to cancel this Contract as provided in the Investigations, Inspections and Reviews Paragraph of the Residential Contract of Sale of Real Estate.

2. CONDOMINIUM / TOWNHOUSE OWNERS' ASSOCIATION REPAIR OBLIGATIONS. If repairs are required as a result of inspections accomplished per Paragraph 7 of the Contract of Sale of Real Estate and if such repairs are the responsibility of the Owners' Association, the Seller, or Seller's Broker, if applicable, shall obtain a repair commitment letter from the Owners' Association, and subject to lender's acceptance of said commitment letter, the Closing shall not be delayed and Buyer and Seller agree to close per the Investigations, Inspections and Reviews Paragraph of the Residential Contract of Sale of Real Estate.

SUMMARY OF CHANGE: Combined Condominium and Townhouse forms



OKLAHOMA
Real Estate Commission



NATIVE AMERICAN GUARANTEED HOME LOAN

CHANGE #1 - PAGE 3

PREVIOUS VERSION:

ONAP AMENDATORY CLAUSE. It is expressly agreed that, notwithstanding any other provisions of the Contract and this supplement, the Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest money deposits or otherwise unless Lender has delivered to the Buyer a written statement issued by the Office of Native American Business (ONAB) Direct Contracting Unit, stating that the Buyer is not eligible for the Direct Contracting program.

UPDATED VERSION:

ONAP AMENDATORY CLAUSE

(To be signed by Buyer and Seller even if counteroffer is attached)

It is expressly agreed that, notwithstanding any other provisions of the Contract and this supplement, the Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest money deposits or otherwise unless Lender has delivered to the Buyer a written statement issued by the Federal Housing Commission.

SUMMARY OF CHANGE: Reformatted Amendatory Clause to match other financial supplements and added clarification regarding counteroffers



OKLAHOMA
Real Estate Commission



VA GUARANTEED HOME LOAN SUPPLEMENT

CHANGE #1 - PAGE 3

PREVIOUS VERSION:

VA AMENDATORY CLAUSE. It is expressly agreed that, notwithstanding any other provisions of the Contract and this supplement, the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein if the contract purchase price or cost exceeds the reasonable value of the Property established by the VA. Buyer shall, however, have the privilege and option of proceeding with the consummation of the Contract without regard to the amount of reasonable value established by the VA.

UPDATED VERSION:

VA AMENDATORY CLAUSE

(To be signed by Buyer and Seller even if counteroffer is attached)

It is expressly agreed that, notwithstanding any other provisions of the Contract and this supplement, the Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest money deposits or otherwise unless Lender has delivered to the Buyer a written statement issued by the Federal Housing Commission or Direct Endorsement Lender, setting forth the appraised value of the Property (excluding closing costs) of not less than

SUMMARY OF CHANGE: Reformatted Amendatory Clause to match other financial supplements and added clarification regarding counteroffers



OKLAHOMA
Real Estate Commission



ESCALATION ADDENDUM

PREVIOUS VERSION:

Disclaimer: Please note that use of an Escalation Addendum is not recommended by the Oklahoma Real Estate Commission due to the difficulty presented to a Buyer in verifying Competing Offers. Pursuant to 59 Okla. Stat. § 858-353, a broker may be required to keep Competing Offers received from a party or prospective party confidential. Buyer acknowledges and affirms that pursuant to 59 Okla. Stat. § 858-353(A), Buyer may be unable to verify Competing Offers used to escalate the Purchase Price due to confidentiality restrictions. Buyer submits this Escalation Addendum at Buyer's own risk.

UPDATED VERSION:

NOTICE: Pursuant to 59 Okla. Stat. § 858-353, a broker may be required to keep Competing Offers received from a party or prospective party confidential. Buyer acknowledges and affirms that pursuant to 59 Okla. Stat. § 858-353(A), Buyer may be unable to verify Competing Offers used to escalate the Purchase Price due to confidentiality restrictions. Buyer submits this Escalation Addendum at Buyer's own risk.

SUMMARY OF CHANGE: Updated escalation addendum to remove statement indicating that form is not recommended by the Commission; renamed section as notice instead of disclaimer



OKLAHOMA
Real Estate Commission



STANDARD CLAUSES

CHANGE #1 - PAGE 2

UPDATED VERSION:

22. Seller agrees to sell and convey by Special Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

SUMMARY OF CHANGE: Added Special Warranty Deed language in Standard Clauses for use in purchase contracts



OKLAHOMA
Real Estate Commission

STANDARD CLAUSES

CHANGE #2 - PAGE 2

UPDATED VERSION:

23. NOTICE REQUIRED BY OKLAHOMA LAW: You may cancel this contract at any time before midnight of _____ (Date). _____ (Name of Wholesaler) or anyone working for _____ (Name of Wholesaler) CANNOT ask you to sign or have you sign any deed or any other document until your right to cancel this contract has ended. See the attached notice of cancellation form for an explanation of this right. You should always consult an attorney or community organization before signing any legal documents concerning your home. It is advisable that you find your own attorney. The law requires this contract to contain the entire agreement. You should not rely upon any other written or oral agreement or promise.

SUMMARY OF CHANGE: Added notice requirement outlined in Senate Bill 1075 requiring wholesalers to include cancellation notice with contracts





WIRE FRAUD ADVISORY

PREVIOUS VERSION:

By signing below, the undersigned acknowledge that each has read, understands, and has received a copy of this Wire Fraud Advisory.

_____	_____
Seller/Buyer	Date

(Repeat signature lines as necessary)

UPDATED VERSION:

By signing below, the undersigned acknowledge that each has read, understands, and has received a copy of this Wire Fraud Advisory.

_____	_____
Seller's / Buyer's Signature	Date
_____	_____
Seller's / Buyer's Signature	Date
_____	_____
Seller's / Buyer's Signature	Date
_____	_____
Seller's / Buyer's Signature	Date

SUMMARY OF CHANGE: Added additional signature lines



OKLAHOMA
Real Estate Commission

NEW FORM - MANUFACTURED OR MOBILE HOME SUPPLEMENT

NEW FORM:

PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION
This is a legally binding Contract; if not understood, seek advice from an attorney.
MANUFACTURED OR MOBILE HOME SUPPLEMENT

This supplement, which is attached to and part of the Oklahoma Uniform Exclusive Right to Sell and/or Contract of Sale of Real Estate, relates to the following described real estate:

INFORMATION BY SELLER: (completed at time of listing)

1. TYPE OF PROPERTY: (check one)

☐ **A. Real Property with Affixed Home** (The title for the manufactured or mobile home has already been canceled)
 Assessor's/Tax ID #: _____

☐ **B. Real Property with Un-Affixed Home** (The title for the manufactured or mobile home has not yet been canceled)
 Real Property (Land) Assessor's/Tax ID #: _____
 Personal Property (Home) Assessor's/Tax ID #: _____
Seller shall be responsible for obtaining the title for the mobile or manufactured home unless otherwise agreed to in writing.

2. ADDITIONAL DESCRIPTION: (fill known/applicable information)
 HUD License/Decal Number: _____
 Vehicle Identification Number(s): _____
 Year: _____ Make: _____ Model: _____

 Seller's Signature Date Seller's Signature Date

BUYER ACKNOWLEDGEMENT:

1. ASSUMPTION: IF THIS AN ASSUMPTION OF A VA LOAN, THE SALE IS CONTINGENT UPON SELLER RECEIVING A RELEASE OF LIABILITY AND SUBSTITUTE OF ELIGIBILITY, UNLESS OTHERWISE AGREED IN WRITING.

2. CAUTION: Obligations secured by mixed collateral (i.e; both personal and real property) are subject to complex rules and court decisions under the Uniform Commercial Code. Buyer and Seller are strongly cautioned to consult legal counsel in connection with securing and enforcement of such obligations.

 Buyer's Signature Date Buyer's Signature Date

MANUFACTURED OR MOBILE HOME SUPPLEMENT (01-01-2025) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission.

SUMMARY OF FORM: Created optional supplement for use on purchase contracts that include a manufactured or mobile home



OKLAHOMA
Real Estate Commission

NEW FORM - WHOLESALE NOTICE OF CANCELLATION

NEW FORM:

PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION
This is a legally binding Contract; if not understood, seek advice from an attorney.

**NOTICE OF HOMEOWNER'S CANCELLATION
OF WHOLESALE REAL ESTATE PURCHASE CONTRACT**

This Notice of Homeowner's Cancellation of Wholesale Real Estate Purchase Contract ("Notice") terminates the Wholesale Real Estate Purchase Contract ("Contract") for the sale of the property located at: _____ (Street Address and City)

between the undersigned Homeowner and _____ (Wholesaler).

Homeowner notifies Wholesaler that the Contract is terminated pursuant to the following:

☐ 59 O.S. § 858-314 (C), which allows a homeowner to cancel the Contract without penalty within two (2) business days after the execution of the Contract. **You must cancel the Contract within two (2) business days after the Contract is executed. You cannot cancel the Contract pursuant to this provision after two (2) business days.**

☐ 59 O.S. § 858-314 (F), for failure of Wholesaler to include any of the disclosures required in 59 O.S. § 858-314. **You may cancel the Contract at any time if the Wholesaler has failed to provide the required disclosures.** Wholesalers are required to make the following written disclosures:

- Wholesalers are required by law to provide you with written notice before execution of any contract or written agreement of their intent to assign or sell their equitable interest in the property for a higher price than what you are being offered.
- Wholesalers are required by law to disclose in writing in all contracts that you should seek legal advice before signing any contract concerning your home.
- Wholesalers are required by law to disclose in writing that you have the right to cancel the contract without penalty within two (2) business days after the execution of the contract.

Any contract that fails to include the required disclosures in 59 O.S. § 858-314 is invalid and unenforceable, and you are entitled to any earnest money deposit involved in the transaction.

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND HOMEOWNER
SHOULD CONSULT LEGAL COUNSEL BEFORE SIGNING.**

Seller's Signature Date Seller's Signature Date

CANCELLATION OF WHOLESALE CONTRACT (01-01-2025) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 1

SUMMARY OF FORM: Created Homeowner's Notice of Cancellation of Wholesale Real Estate Purchase Contract for homeowner to notify wholesaler of cancellation due to failure of wholesaler to meet disclosure requirements or during homeowner's right of cancellation period (Senate Bill 1075 - effective November 1, 2025)



OKLAHOMA
Real Estate Commission

NEW FORM - DEED THEFT ADVISORY

NEW FORM:

PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

NOTICE TO BUYER — SIGNS AND RISKS OF DEED THEFT

Oklahoma law requires that you be notified of the signs and risks of deed theft at the closing of your real estate transaction. 59 Okla. Stat. § 858-364.

What is Deed Theft?
Deed theft means intentionally altering, falsifying, forging, or misrepresenting a document relating to real property with the intent to deceive, defraud, or unlawfully transfer or encumber the ownership rights of the owner of the real property. 60 Okla. Stat. § 858-351(3).

Deed theft is also where someone misrepresents themselves as the owner or representative of real property owner in order to obtain ownership or possession of the real property.

Why Should You Be Concerned?
Criminals sometimes use deed theft to fraudulently take title to property without the owner's knowledge or consent. Once a fraudulent deed is recorded, clearing your title can be a difficult, time-consuming, and costly process.

Signs of Potential Deed Theft Include:

- Receiving mail or notices about loans, mortgages, or utility accounts you did not open.
- Not receiving expected property tax bills or notices.
- Finding your name removed from public property records without your knowledge.
- A deed, mortgage, or lien appears in public records that you did not sign or authorize.
- New loans or lines of credit appear on your credit report that are tied to your property.
- Unexpected offers to buy your property from unknown individuals.

How to Protect Yourself:

- Periodically check county land records to ensure your name remains on the title.
- Keep your personal and financial information secure.
- Regularly check your credit report for signs of identity theft.
- Immediately investigate any suspicious mail, notices, or transactions involving your property.
- As someone you trust to look after your home if you are going to be away for a long period of time.
- Do not let your mail pile up if you are going to be out of town. Criminals often target homes that are vacant for long periods of time.
- Contact your county clerk, a licensed real estate professional, or an attorney if you suspect fraud.

If you believe you are a victim of deed theft, report it immediately to law enforcement and seek legal advice.

Acknowledgment:
I acknowledge receipt of this notice regarding the signs and risks of deed theft.

Buyer's Signature

Date

Buyer's Signature

Date

DEED FRAUD NOTICE (01-01-2025) THIS FORM WAS CREATED BY THE OKLAHOMA REAL ESTATE COMMISSION AND AGREES TO THE OKLAHOMA REAL ESTATE COMMISSION'S TERMS AND CONDITIONS.

Page 1 of 1

SUMMARY OF FORM: Created Deed Theft Advisory notice to be completed at each closing of a transaction (Senate Bill 877 - effective November 1, 2025)



OKLAHOMA
Real Estate Commission

NEW FORMS - COUNTEROFFER FORMS

REIMPLEMENTED FORMS:

OKLAHOMA REAL ESTATE COMMISSION
This is a legally binding Contract if not understood, seek advice from an attorney

SELLER'S COUNTEROFFER

Date of Counteroffer _____, 20____

1. **COUNTEROFFER.** The undersigned Seller(s) offers to sell the following described real estate, located (legal description) at:

_____ County, Oklahoma,

which property address is _____ in accordance with the terms and conditions of the Oklahoma Uniform Contract of Sale signed by _____ Buyer(s), attached as _____ Sale of Real Estate and, if included, the Financing Supplement are **amended and modified** (Where appropriate, reference should be made by number to the specific paragraph of the Financing Supplement which is amended or modified—please number each item.)

Contract of Sale of Real Estate:

Financing Supplement:

2. **OTHER TERMS.** All the other terms and conditions of the attached Contract of Sale of Real Estate remain the same. In the event of a conflict between the terms and conditions in this Counteroffer Sale of Real Estate and, if included, Financing Supplement, the terms and conditions of the Contract of Sale of Real Estate shall govern.

3. The Buyer and Seller authorize their respective Brokers, if applicable, to accept delivery of acceptance of offer, counteroffer or Buyer's counteroffer.

4. **ACCEPTANCE TIME.** The foregoing Counteroffer is made subject to acceptance in writing by Seller, and the return of an executed copy to Buyer's Broker, if applicable, on or before _____ (time) _____ (date) _____ (month) 20____, at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.

(Print or Type Seller's Name) _____ (Signature) _____

(Print or Type Seller's Name) _____ (Signature) _____

5. **BUYER'S ACCEPTANCE OF COUNTEROFFER.** Buyer accepts the foregoing Counteroffer described Property on terms and conditions set forth in the Counteroffer.

Accepted this date _____

(Print or Type Buyer's Name) _____ (Signature) _____

(Print or Type Buyer's Name) _____ (Signature) _____

6. **BUYER'S REJECTION OR MODIFICATION OF SELLER'S COUNTEROFFER.**

_____, (Buyer's initials) By initialing these blanks the Buyer(s): (check only one)

☐ **REJECTS** foregoing counteroffer.

☐ **MODIFIES** Seller's Counteroffer is modified as indicated by the Buyer's Counteroffer to Seller.

NOTE: All amendments and modifications to the submitted Contract of Sale of Real Estate and, if included, the Financing Supplement and Seller's Counteroffer on Page 2 shall remain the same. In the event of a conflict between the terms and conditions in Seller's Counteroffer and the terms and conditions of the attached Contract of Sale of Real Estate and, if included, Financing Supplement, the terms and conditions of the Buyer's Counteroffer shall govern.

SELLER'S COUNTEROFFER (1-1-2025) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission

OKLAHOMA REAL ESTATE COMMISSION
This is a legally binding Contract if not understood, seek advice from an attorney

BUYER'S COUNTEROFFER TO SELLER'S COUNTEROFFER

Date of Buyer's Counteroffer _____, 20____

1. **COUNTEROFFER.** Regarding the property located at _____ the undersigned Buyer(s) agrees to the Seller's Counteroffer **EXCEPT FOR** the Buyer's following deletions, amendments or modifications: (Where appropriate, reference should be made by number to the specific paragraph of the Oklahoma Uniform Contract of Sale of Real Estate, Seller's Counteroffer and, if included, Financing Supplement which is amended or modified—please number each item.)

Contract of Sale of Real Estate:

Financing Supplement:

2. **OTHER TERMS.** All the other terms and conditions of the attached Contract of Sale of Real Estate and, if included, the Financing Supplement and Seller's Counteroffer on Page 2 shall remain the same. In the event of a conflict between the terms and conditions in Seller's Counteroffer and the terms and conditions of the attached Contract of Sale of Real Estate and, if included, Financing Supplement, the terms and conditions of the Buyer's Counteroffer shall govern.

3. The Buyer and Seller authorize their respective Brokers, if applicable, to accept delivery of acceptance of offer, counteroffer or Buyer's counteroffer.

4. **ACCEPTANCE TIME.** The foregoing Buyer's Counteroffer is made subject to acceptance in writing by Seller, and the return of an executed copy to Buyer's Broker, if applicable, on or before _____ (time) _____ (date) _____ (month) 20____, at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.

(Print or Type Buyer's Name) _____ (Signature) _____ Buyer

(Print or Type Buyer's Name) _____ (Signature) _____ Buyer

5. **SELLER'S ACCEPTANCE OF BUYER'S COUNTEROFFER.** Seller accepts the foregoing Buyer's Counteroffer and agrees to sell the above-described Property on terms and conditions set forth in the Buyer's Counteroffer.

Accepted this date _____, 20____, at _____, m.

(Print or Type Seller's Name) _____ (Signature) _____ Seller

(Print or Type Seller's Name) _____ (Signature) _____ Seller

BUYER'S COUNTEROFFER TO SELLER'S COUNTEROFFER (1-1-2025) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission

Page 1 of 1

SUMMARY OF CHANGE: Reimplemented prior counteroffer forms for use on non-residential purchase contracts



OKLAHOMA
Real Estate Commission