



BROKER WHOLESALING RESOURCE GUIDE

PROTECTING CONSUMERS, PROPERTY OWNERS, AND REAL ESTATE PROFESSIONALS IN OKLAHOMA

DISCLAIMER:

The purpose of this guide is to help wholesalers and real estate brokers understand how to comply with Oklahoma Senate Bill 1075, effective November 1st 2025, when engaging in residential wholesale transactions. This guide is for informational purposes and does not constitute as legal advice. Questions of interpretation should be referred to your attorney and not the Oklahoma Real Estate Commission ("OREC").

SENATE BILL 1075 (59 O.S. § 858-314)

The goal of Senate Bill 1075 (59 O.S. § 858-314) is to create transparency and provide new rights for homeowners and additionally create clear disclosure requirements and guardrails for wholesalers to continue practicing wholesale transactions through Oklahoma.

WHO DOES SB 1075 APPLY TO?

Wholesalers, both licensed and unlicensed, engaging in residential real estate transactions for the primary purpose of assigning or reselling their equitable interest for profit, including:

- Entering into a purchase contract with intent to assign or sell before taking ownership, or
- Conducting double closings without intending to live in or materially improve the property, or
- Earning profit primarily from the transfer of equitable interest or selling contract rights rather than long-term ownership.

WHAT ARE THE NEW MANDATORY WRITTEN DISCLOSURES?

Wholesalers must make the following disclosures to the homeowner:

① Before Any Contract Is Signed

- Written notice the wholesaler intends to assign or resell their equitable interest for more than what is offered to the homeowner



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WHAT ARE THE NEW MANDATORY WRITTEN DISCLOSURES?

2 Within the Contract

- **Legal Advice Notice:** A clear, prominent statement advising the homeowner to seek independent legal advice.
- **Right to Cancel:** Notice that the homeowner may cancel the contract for any reason within two (2) business days without penalty.
- **OREC Notice of Cancellation Form:** The Notice of Cancellation Form must be included with any contract and provided to the homeowner at no cost. The OREC Cancellation Form may be found on the OREC website.
- **Warning Language:**
 - Must appear immediately next to the seller's signature line on the contract,
 - Must be in bold 12-pt type (if typed) or ALL CAPS (if printed),
 - Must include:
 - Wholesaler's name
 - Exact cancellation deadline (date and time)
 - The following required language:

"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,"

WHAT OTHER ITEMS MUST BE INCLUDED IN ALL CONTRACTS?

All wholesaler contracts must include:

- 1 Wholesaler's name, address, and phone number
- 2 Property address
- 3 Total consideration to be paid to the homeowner
- 4 Complete payment terms, including any services promised before or after the sale



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WHAT WHOLESALERS ARE NOT ALLOWED TO DO UNDER SB 1075:

Under SB 1075, wholesalers are prohibited from:

- Acting as or implying they are an advisor, consultant, or representative of the homeowner
- Holding themselves out as having a license or professional credential they do not possess
- Filing or threatening to file any lien, encumbrance, or clouding the property's title (including filing an Affidavit and Memorandum of Real Estate Purchase Agreement)

WHAT NEW HOMEOWNER RIGHTS SHOULD I BE AWARE OF?

Homeowners have the right to:

- Cancel the contract for any reason within 2 business days without penalty
- Cancel the contract at any time if the wholesaler fails to comply with requirements
- Receive all earnest money if required disclosures are missing

WHAT ARE THE NEW REQUIREMENTS FOR EARNEST MONEY HELD IN A WHOLESALE TRANSACTION?

Any earnest or security deposit provided by a wholesaler must be held in an escrow account located in Oklahoma at a federally insured financial institution.

WHAT HAPPENS IF THE NEW REQUIREMENTS UNDER SB 1075 ARE NOT FOLLOWED?

Failure to comply with any requirement results in:

- The invalidation of the contract
- The contract being unenforceable by the wholesaler
- The forfeiture of all earnest money to the homeowner
- The homeowner's termination of the contract
- Disciplinary action taken against you by the Oklahoma Real Estate Commission



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WHAT ARE THE RESPONSIBILITIES OF A BROKER OVERSEEING AN ASSOCIATE'S WHOLESALE TRANSACTION?

- Implement a policy or checklist for wholesaling activities
- Review all documents for approval before execution and ensure statutory compliance
- Provide training and education including disclosure obligations, homeowner rights, and prohibited conduct
- Confirm earnest money held in Oklahoma-based, federally insured escrow accounts

WHAT ARE SOME OTHER RESOURCES I CAN REVIEW TO ENSURE MY BROKERAGE IS IN COMPLIANCE?

Should you have questions or concerns regarding compliance or Code and Rule provisions, you can reach out to the OREC at help@orec.ok.gov. The Oklahoma Real Estate Commission cannot answer questions related to contract disputes, implementation practices, or give legal advice. Such issues are best handled by contacting your Broker or an Attorney.

Other Resources:

[Full Text of SB 1075](#)

[Code and Rules](#), 59 O.S. §§ 858-102, 858-314 (Pages 3, 19-20)



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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