YOURS TO KEEP · GENERAL INFORMATION · EVERY RULE SOURCED

Texas FSBO Seller Toolkit

Selling your Rio Grande Valley home on your own? This toolkit covers the disclosures, the contract timeline, showings and offers, what the title company will need, and the costs sellers usually pay. Every rule cites its official source, read on November 2, 2026.

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Forms change. Check the date. TREC replaced its resale contract with form 20-19 on July 1, 2026, and updated the Seller's Disclosure Notice (55-1) and the lead-based paint addendum (56-0) on May 28, 2026.[1] Always download the current form from trec.texas.gov.



Questions while you sell? Call or text, no obligation.

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Amy's guide to selling in the RGV

The path of a Texas sale, at a glance

1 Price from recent closed sales

2 Disclosures ready

3 Showings

4 Offer and signed contract

5 Option period

6 Title work, survey and appraisal

7 Closing

This toolkit is general information, not legal or tax advice. Talk to a Texas real estate attorney or CPA about your situation. Amy Herrera is a real estate agent, not an attorney or tax adviser.

1. Seller's Disclosure Notice basics

Who must give it A seller of residential real property with not more than one dwelling unit in Texas must give the buyer a written Seller's Disclosure Notice. The notice must read substantially like the one written into the statute.[2]

The form TREC publishes the notice as form 55-1, for contracts entered into on or after September 1, 2023.[3]

What it is A disclosure of what you know about the property's condition on the date you sign. The statute's own wording says it is not a substitute for inspections and not a warranty.[2]

When it is due Deliver it on or before the effective date of the contract. If the buyer signs a contract without it, the buyer may terminate for any reason within seven days after receiving it.[2] The TREC contract gives the buyer the same seven days once the notice arrives.[4]

Transfers the statute exempts

Court-ordered and foreclosure sales; bankruptcy trustees; transfers to a lender, and sales by a lender that took the property back through foreclosure or a deed in lieu; sales by an executor, guardian or trustee administering an estate, guardianship or trust; co-owner to co-owner; to a spouse or to a direct-line relative (such as a parent, child or grandchild) of a seller; transfers in a divorce; to or from a government entity; new homes never occupied; and property where the dwelling is worth 5% or less of the total.[2]

What form 55-1 asks you about[3]

- Whether you live in the home, and if not, how long since you last did
- Items and systems present (Yes, No or Unknown), roof type and approximate age, and whether any are not working or need repair
- Working smoke detectors
- Known conditions such as termites or wood rot, drainage or water damage, settling or soil movement, previous structural or roof repairs, previous fires, and lead-based paint
- Flood questions: flood insurance, floodplain location, past flood claims, and any FEMA or SBA flood assistance
- Other matters such as unpermitted additions or repairs, HOA fees, deed-restriction violations, lawsuits, groundwater districts and coastal rules

Practical tip: answer from what you know, attach repair records, and mark Unknown only when you truly do not know. A Texas real estate attorney can review your answers before you hand them over.

2. Other notices that may apply

IF THE PROPERTY IS	WHAT APPLIES
Mandatory HOA (property owners' association)	Written notice of membership obligations,[5] plus the HOA's resale certificate, which the HOA must deliver within 10 business days of a written request.[6]
Public improvement district (PID)	Written notice of the obligation to pay PID assessments, given before the contract is signed.[5]
Municipal utility or similar water district	Statutory notice to purchasers.[7]
Outside city limits	Notice that the property may be in a city's extraterritorial jurisdiction and subject to annexation.[5]
Next to tidally influenced waters (coastal Cameron and Willacy counties)	Coastal area notice included in the contract.[8] TREC publishes an Addendum for Coastal Area Property (33-2), and a separate addendum for property seaward of the Gulf Intracoastal Waterway (34-4).[1]
Wells or water rights matter	TREC form 61-0, Seller's Disclosure about Groundwater and Surface Water Rights.[1]

Not sure which apply? Ask a Texas real estate attorney or your title company before you sign.

3. Lead-based paint: homes built before 1978

The federal Lead-Based Paint Disclosure Rule applies to most housing built before 1978.[9] Before the buyer is obligated under the contract, the seller must:

- Give the buyer the EPA pamphlet *Protect Your Family From Lead in Your Home* (available in multiple languages).[9,10]
- Disclose any known lead-based paint or lead-based paint hazards, and hand over any records or reports you have.[10]
- Include a Lead Warning Statement with the contract. TREC's version is the Addendum for Seller's Disclosure of Information on Lead-Based Paint (form 56-0).[9,11]
- Give the buyer a 10-day period to inspect for lead, unless you both agree in writing to a different period. The buyer may waive it in writing.[10]
- Keep a signed copy of the disclosures for three years after the sale.[9]

EPA says sellers who do not give buyers the proper information may be subject to penalties. EPA's Lead-Based Paint Professional Locator lists certified inspectors.[9]

4. Option period and earnest money

How it works in TREC's One to Four Family Residential Contract (Resale), form 20-19, Paragraph 5:[4]

1
Effective Date
The date of final acceptance, written in on the signature page.

2
Within 3 days
Buyer delivers the earnest money and the option fee to the escrow agent named in the contract, often a title company. One payment is fine. A deadline on a Saturday, Sunday or legal holiday moves to the next day that is not.

3
Option period
In exchange for the option fee, the buyer may terminate for any reason by notice by 5:00 p.m. local time on the last day of the period written in the contract.

4
Closing
The option fee is credited to the sales price at closing.

- If the buyer terminates in time, the option fee is not refunded (the seller keeps it) and the earnest money goes back to the buyer.[4]
- The buyer authorizes the escrow agent to release the option fee to the seller at any time.[4]
- If the buyer is late with the earnest money, the seller may terminate, or use the remedies in Paragraph 15, by notice before the buyer delivers it.[4]
- If no option fee is stated, or it is paid late, the buyer has no unrestricted right to terminate.[4]
- Time is of the essence in Paragraph 5: deadlines are strict.[4]
- The amounts and the number of days are negotiated between you and the buyer.

Example (an illustration, not a recommendation)

The Effective Date is a Monday. The earnest money and option fee are due within 3 days, so by Thursday (a weekend or legal holiday deadline would move to the next business day). If the contract gives a 7-day option period, the buyer's termination notice must arrive by 5:00 p.m. the following Monday.[4]

TREC says its forms are intended for use only by trained real estate license holders.[4] If you sell without an agent, consider having a Texas real estate attorney prepare or review your contract.

5. Showings and offers

Showings

- Show by appointment. Get each visitor's full name and phone number, and confirm the appointment before the day.
- Put away valuables, medicine, mail, keys and personal papers. Try not to show the home alone.
- An agent who represents a buyer must tell you so at the first contact.[12]
- Ask before the showing whether the buyer expects you to pay any part of their agent's fee. It is negotiable and is written into Paragraph 12B of the contract if you agree.[4]

Your ad and Fair Housing

The Fair Housing Act's advertising rule applies to every seller, even owners exempt from other parts of the Act: no ad or statement may indicate a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.[13] Describe the home, not the buyer you have in mind.

Offers

- Compare more than price: financing type and how strong the pre-approval is, earnest money and option fee, length of the option period, closing date, and any closing costs the buyer asks you to pay (Paragraph 12A(1)(b)).[4]
- Counteroffers go back and forth until both of you sign the same final version. That date of final acceptance becomes the Effective Date.[4]
- TREC publishes the resale contract and its addenda at trec.texas.gov, including the Third Party Financing Addendum (40-11) for buyers using a loan and the Amendment to Contract (39-11) for later changes such as agreed repairs.[1]

Before your first showing

- Complete the Seller's Disclosure Notice (and the lead addendum for a pre-1978 home) so copies are ready to hand over.
- Copy your latest tax statement, HOA contact and dues, average utility bills, survey and repair receipts.
- Decide ahead of time who may enter and when, and whether you will ask for a pre-approval or proof-of-funds letter first.
- Secure pets, turn on the lights, open the blinds, and set a clear place to leave contact information.

6. What the title company will need from you

The signed contract and addenda	The escrow agent receipts the buyer's earnest money and option fee.[4]
Every seller's legal name and marital status	In Texas, neither spouse may sell the homestead without the other spouse joining, even if it is one spouse's separate property, except as the law provides.[14] Expect to show photo ID; ask your title company what it needs.
Your mortgage payoff information	Lender name and loan number. Releasing existing liens is a seller expense under the contract.[4]
Your survey and T-47	If the contract calls for your existing survey, it comes with a T-47 affidavit or T-47.1 declaration from the Texas Department of Insurance.[4]
HOA contact	So the resale certificate can be ordered.[6]
Your taxpayer ID number	Generally, the person responsible for closing the sale files IRS Form 1099-S, which needs your taxpayer ID number. A principal residence sale of $250,000 or less ($500,000 if married) can be exempt when you certify in writing that the full gain is excludable.[15]
Foreign sellers	If a seller is a foreign person, FIRPTA generally requires the buyer to withhold 15% of the amount realized.[16] Plan early: amyherrerare.com/guides/firpta-foreign-sellers-texas.

Wire fraud alert. Verify any electronic payment instructions with your title agent, and be wary of any email that tells you payment details have been updated or asks you to respond immediately. **You choose the title company.** You may use any title company; federal law (RESPA Section 9) bars a seller from requiring the buyer to use a specific title company as a condition of the sale.

Closing day checklist

- Photo ID for every seller who signs (confirm with the title company what it needs)
- All keys, garage remotes, gate and alarm codes
- Electronic payment instructions, including where your sale proceeds will be sent, verified with your title agent[17]
- Final utility readings and the date service transfers
- Everything the contract says stays with the home, such as attached fixtures and the items listed in Paragraph 2B[4]

7. Costs Texas sellers usually pay

COST	WHO PAYS UNDER TREC 20-19	SOURCE
Release of existing liens, including prepayment penalties and recording fees; release of the seller's loan liability	Seller (Paragraph 12A(1)(a))	4
Tax statements or certificates; preparation of the deed	Seller (Paragraph 12A(1)(a))	4
Escrow fee	Split: one-half seller, one-half buyer (12A(1)(a) and 12A(2))	4
Owner's title policy	Whoever the contract box says (Paragraph 6A); buyer and seller may negotiate it	4,18
Title premium amount	Same at every Texas title company; based on the sale price; set by TDI's rate schedule (effective March 1, 2026)	17,19
Survey	Depends on the box checked in Paragraph 6C	4
Current-year property taxes, HOA dues and assessments	Prorated through the closing date (Paragraph 13)	4
Buyer's closing costs	Only if you agree, up to the amount written in 12A(1)(b)	4
Brokerage compensation	Per separate written agreements; not set by law and fully negotiable (12B)	4
Repairs	Only what you agree to in writing (TREC Amendment to Contract, 39-11)	1
State transfer tax	The Texas Constitution bars any law enacted after January 1, 2016 from imposing a transfer tax on conveying fee simple title	20

Taxes on the gain

If you meet IRS eligibility tests, you may exclude up to $250,000 of gain on the sale of your main home, or $500,000 for a married couple filing jointly.[21] Foreign sellers: see FIRPTA in Section 6. This is not tax advice; talk to a CPA.

Tip: once you have an offer, ask the title company for a seller's estimated net sheet.

Sources (all read November 2, 2026)

1 TREC Contracts page: 20-19 Resale Contract eff. 07/01/2026; 55-1 Seller's Disclosure Notice eff. 05/28/2026; 56-0 Lead Addendum eff. 05/28/2026; 61-0 Groundwater and Surface Water eff. 07/01/2026; 33-2; 34-4; 40-11; 39-11
https://www.trec.texas.gov/agency-information/contracts

2 Texas Property Code Sec. 5.008, Seller's Disclosure of Property Condition
https://tcss.legis.texas.gov/resources/PR/htm/PR.5.htm

3 TREC 55-1 Seller's Disclosure Notice, form page and PDF
https://www.trec.texas.gov/forms/sellers-disclosure-notice

4 TREC 20-19 One to Four Family Residential Contract (Resale), Paragraphs 5, 6A, 6C, 7B, 12, 13 and signature page
https://www.trec.texas.gov/sites/default/files/pdf-forms/20-19_4.pdf

5 Texas Property Code Secs. 5.011, 5.012, 5.014 (annexation, owners' association and public improvement district notices)
https://tcss.legis.texas.gov/resources/PR/htm/PR.5.htm

6 Texas Property Code Sec. 207.003, delivery of HOA subdivision information and resale certificate
https://tcss.legis.texas.gov/resources/PR/htm/PR.207.htm

7 Texas Water Code Sec. 49.452, notice to purchasers in water districts
https://tcss.legis.texas.gov/resources/WA/htm/WA.49.htm

8 Texas Natural Resources Code Sec. 33.135, coastal area property notice
https://tcss.legis.texas.gov/resources/NR/htm/NR.33.htm

9 U.S. EPA, Real Estate Disclosures about Potential Lead Hazards
https://www.epa.gov/lead/real-estate-disclosures-about-potential-lead-hazards

10 40 CFR 745.107 and 745.110, lead disclosure and 10-day evaluation (eCFR, current as of Oct 28, 2026)
https://www.ecfr.gov/current/title-40/part-745

11 TREC 56-0 Addendum for Seller's Disclosure of Information on Lead-Based Paint
https://www.trec.texas.gov/sites/default/files/pdf-forms/56-0.pdf

12 Texas Occupations Code Secs. 1101.558 and 1101.652(b)(21)
https://tcss.legis.texas.gov/resources/OC/htm/OC.1101.htm

13 42 U.S.C. 3603(b) and 3604(c), Fair Housing Act advertising rule (Cornell LII copy of the U.S. Code)
https://www.law.cornell.edu/uscode/text/42/3604

14 Texas Family Code Sec. 5.001, sale of homestead requires joinder of both spouses
https://tcss.legis.texas.gov/resources/FA/htm/FA.5.htm

15 IRS, Instructions for Form 1099-S
https://www.irs.gov/instructions/i1099s

16 IRS, FIRPTA Withholding
https://www.irs.gov/individuals/international-taxpayers/firpta-withholding

17 Texas Department of Insurance, What is title insurance? (last updated 8/27/2025)
https://www.tdi.texas.gov/tips/title-insurance.html

18 Texas Department of Insurance, Title insurance FAQ
https://www.tdi.texas.gov/title/titlefaqs.html

19 Texas Department of Insurance, Texas Title Insurance Basic Premium Rates, effective March 1, 2026
https://www.tdi.texas.gov/title/titlerates2026.html

20 Texas Constitution Art. VIII, Sec. 29, transfer tax on conveyance of fee simple title prohibited
https://tcss.legis.texas.gov/resources/CN/htm/CN.8.htm

21 IRS Publication 523, Selling Your Home
https://www.irs.gov/publications/p523

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