



SUMMARY OF 2022 CHANGES TO NC REALTOR® RESIDENTIAL FORMS

The following residential forms have been revised effective July 1, 2022. A summary of the significant changes to each form follows the list. A marked-up copy of each form showing the exact changes may be viewed by clicking on the name of the form immediately preceding the summary of the form.

Jointly-Approved Forms (approved by NCAR and NC Bar Association)

- (1) Offer to Purchase and Contract (Form 2-T)
- (2) Guidelines for Completing Offer to Purchase and Contract (Form 2G)
- (3) Offer to Purchase and Contract (Vacant Lot/Land) (Form 12-T)
- (4) Guidelines for Completing Offer to Purchase and Contract (Vacant Lot/Land) (Form 12G)
- (5) Back-Up Contract Addendum (Form 2A1-T)
- (6) New Construction Addendum (Form 2A3-T)
- (7) Seller Financing Addendum (Form 2A5-T)
- (8) Buyer Possession Before Closing Agreement (Form 2A7-T)
- (9) Seller Possession After Closing Agreement (Form 2A8-T)
- (10) Owners Association Addendum (Form 2A12-T)
- (11) Agreement to Amend Contract (Form 4-T)
- (12) Offer to Purchase and Contract—New Construction (Form 800-T)
- (13) Guidelines for Completing Offer to Purchase and Contract—New Construction (Form 800G)

NCAR Residential Forms (approved by NCAR only)

- (14) Exclusive Right to Sell Listing Agreement (Form 101)
- (15) Guidelines for Completing Exclusive Right to Sell Listing Agreement (101G)
- (16) Exclusive Right to Sell Listing Agreement—Vacant Lot/Land (Form 103)
- (17) Guidelines for Completing Exclusive Right to Sell Listing Agreement—Vacant Lot/Land (Form 103G)
- (18) Exclusive Buyer Agency Agreement (Form 201)
- (19) Guidelines for Completing Exclusive Buyer Agency Agreement (Form 201G)
- (20) Non-Exclusive Buyer Agency Agreement (Form 203)
- (21) Notice To Seller That Buyer Is Exercising Their Unilateral Right To Terminate The Offer To Purchase And Contract (Form 2-T) (Form 350-T)
- (22) Notice To Seller That Buyer Is Exercising Their Unilateral Right To Terminate The Offer To Purchase And Contract—Vacant Lot/Land (Form 12-T) (Form 351-T)
- (23) Notice To Buyer That Seller Is Exercising Their Unilateral Right To Terminate The Offer To Purchase And Contract (Form 2-T) (Form 352-T)
- (24) Notice To Buyer That Seller Is Exercising Their Unilateral Right To Terminate The Offer To Purchase And Contract—Vacant Lot/Land (Form 12-T) (Form 353-T)
- (25) Referral Agreement (Form 730)
- (26) Overview of Standard Contract Form (Form 780)

Jointly-Approved Forms (approved by NCAR and NC Bar Association)

(1) Offer to Purchase and Contract (Form 2-T)

- Paragraph 1(c)—New checkboxes have been added for the parties to affirmatively indicate whether or not the sale will include a manufactured (mobile) home, and the wording of the “Note” pertaining to use of the Mobile Home Provision in Form 2A11-T has been moved underneath the checkboxes.
- Paragraph 1(d)
 - The current form requires the parties to select whether the Initial EMD will be delivered “by the Effective Date” or “within five days of the Effective Date” by checking one of the two boxes. Oftentimes, one of the boxes is not checked, creating doubt about when the Initial EMD is due. The need to select when the Initial EMD will be delivered has been eliminated by the removal of the “by the Effective Date” option. Elimination of the “by the Effective Date” option will not prohibit delivery of the Initial EMD with the offer, and a seller may still insist on delivery of the Initial EMD with the offer before signing it.
 - The current form provides that if the Due Diligence Fee, Initial EMD, or Additional EMD are paid by electronic transfer, the seller will cooperate in effecting the transfer and the buyer will be responsible for any additional costs associated with the transfer. Wire transfers have been added to the existing wording and the wording put into a “Note” for purposes of emphasis.
- Paragraph 2(b)
 - The wording pertaining to “fuel tank(s)” has been stricken and moved to new paragraph 7(d) (see discussion below).
 - In light of the increased use of inflatable hot tubs, the “swimming pool, spa, and hot tub” item has been revised to clarify that inflatable spas and hot tubs are also excluded from the list along with inflatable swimming pools.
 - The last item on the list has been modified slightly to make it clearer that curtain rods and brackets, not curtains, are part of the sale.
- Paragraph 2(d)—The reference to fuel tanks as an example of an item leased by the seller has been stricken and a new sentence added to provide that any leased fuel tank identified in new paragraph 7(d) will not be a part of the sale. Currently, leased fuel tanks are sometimes not identified in paragraph 2(d), which can cause disagreements about whether the seller is in breach of contract if they don’t provide a fuel tank as part of the sale.
- Paragraph 4(a)—The wording of the “Note” has been amended to state more clearly that there is no loan or appraisal contingency in Form 2-T.
- Paragraph 4(b)(xi)—The “Fuel Tank” item on the list of due diligence items, and the “Note” following it, have been stricken and moved to new paragraph 7(d) (see discussion below).
- Paragraph 4(d)— For purposes of clarity and emphasis, some of the existing wording has been put into bullet-point format, and some unnecessary wording eliminated.
- Paragraph 5(d)—Several situations have been reported where there has been disagreement about whether a buyer has the right to terminate a contract under the Residential Property Disclosure Act (the “Act”), when the Residential Property and Owners’ Association Disclosure Statement was provided to the buyer during negotiations and prior to the time a contract was created but it had not been available to them at the time of their initial offer. New wording has been added whereby the buyer acknowledges that the buyer’s receipt of the Disclosure Statement prior to the making of their current offer complies with the Act.
- Paragraph 5(e)—see discussion of changes to paragraph 5(d) immediately above.
- Paragraph 6(b)—Some existing wording in (i) and (ii) has been stricken and moved to new paragraph 9. See discussion below.
- Paragraph 7(d)—In an attempt to reduce the number of disagreements that arise relating to fuel tanks and fuel, a new subparagraph devoted exclusively to fuel tanks and fuel has been created.

- Paragraph 7(d)(i)—Sellers currently are required at the time of listing a property under the Exclusive Right to Sell Listing Agreement (Form 101) to identify whether there are any fuel tanks located on the property, and if so, to provide information about them. It is believed that requiring a seller to provide the same information in the contract is reasonable.
- Paragraph 7(d)(ii)—Any tank identified by the seller as being owned by the seller will be part of the sale unless excluded under paragraph 2(e).
- Paragraph 7(d)(iii)—In a change from the current form, although the seller may use any fuel in a tank through Settlement (subject to the seller’s obligation to provide working utilities through Closing or possession by the buyer), the seller is not permitted to otherwise remove the fuel or resell it. If there is a significant amount of fuel in a tank at the time of an offer, the seller should consider that in determining an acceptable sales price.
- The two “Notes” have been moved from paragraphs 4(b)(xi) and 2(b).
- Paragraph 8(j)—Some existing wording has been stricken and moved to new paragraph 9. See discussion below.
- Paragraph 8(n)—Existing paragraph 10 has been stricken and moved without change to paragraph 8(n).
- Paragraph 9—Disputes about whether the buyer or the seller is responsible for payment of a particular fee charged by an owners’ association or management company are common. In the existing contract, the parties’ obligations to pay such charges are addressed in different sections of the contract. It is believed that addressing the parties’ obligations in the same paragraph of the contract should help reduce confusion about which party is responsible for a particular fee.
 - Paragraph 9(a)—in addition to the seller’s obligations under the existing contract, the seller will be responsible for paying (i) any expedite fee that an association may legally charge for providing statements on owners’ association dues or assessments (not to exceed one hundred dollars (\$100.00) if the request is made within 48 hours of closing, and (ii) any fees charged for transferring or updating ownership records of the association.
 - Paragraph 9(b)—the wording in subparagraph (b)(ii) has been modified from the wording that appears in paragraph 6(b)(ii) of the current contract. The phrase “charges...for Buyer’s future use and enjoyment of the Property” has been eliminated in an attempt to reduce disputes about whether a particular fee falls within the meaning of that vague phrase. In the new version, specific types of charges are listed that the buyer is responsible for paying. All other HOA-related charges are the responsibility of the seller under paragraph 9(a)(iv).
- Paragraph 10—moved to new paragraph 8(n).
- Paragraph 11—
 - The order of the first and second paragraphs has been reversed and the two paragraphs made into separate subparagraphs.
 - The first sentence in the “Condition of Property at Closing” paragraph has been eliminated as unnecessary.
 - In the new version, if the property is not in substantially the same condition at Closing as on the date of the offer and the buyer elects to terminate the contract, the buyer will be entitled to a refund not only of any EMD that was paid but also any Due Diligence Fee paid. It should be noted that paragraph 11 does not require the seller in such a case to refund the buyer their Due Diligence Costs, as would be the case under paragraph 23(b) in the event the seller is in material breach of contract. This change is being made in an attempt to fairly balance the parties’ rights and duties in a situation where the condition of the property has unexpectedly changed after contract but before closing, and it may or may not be feasible to return the property to its previous condition.
- Paragraph 23(b)—The buyer’s right to sue for specific performance is specifically stated. This is not a substantive change from the current contract, which preserves any remedies available to the buyer if the seller fails to perform the contract. It is believed that specifically identifying the buyer’s right to sue

for specific performance will highlight the existence of that remedy as an alternative to termination of the contract and recovery of damages.

(2) [Guidelines for Completing Offer to Purchase and Contract \(Form 2G\)](#)

- Changes corresponding to the changes made to Form 2-T have been made where necessary to update the Guidelines for completing Form 2-T

(3) [Offer to Purchase and Contract \(Vacant Lot/Land\) \(Form 12-T\)](#)

- “NOTE” (top of page 1)
 - The primary purpose of this Note is to alert users to the existence of a North Carolina statute that limits the ability of a seller to sell property by reference to a subdivision plat that has not received final approval and been recorded. The existing Note has sometimes caused confusion about whether Form 12-T would be an appropriate form to use for a particular transaction. The purpose of the revisions to the Note is to more specifically describe the limitations imposed by the statute and to specifically cite the statute.
 - The wording in the second Note is not new. Its wording has simply been moved out of the existing Note into a new, separate note since it is addressing a different issue from the first Note.
- Paragraph 1(c)—See discussion of change to paragraph 1(c) of Form 2-T above.
- Paragraph 1(d)—See discussion of change to paragraph 1(d) of Form 2-T above.
- Paragraph 2(a)—See discussion of change to paragraph 4(a) of Form 2-T above.
- Paragraph 2(b)(xi)—This wording has been moved to new subparagraph 2(c) in order to mirror the format of Form 2-T.
- Paragraph 4(b)—See discussion of change to paragraph 6(b) of Form 2-T above.
- Paragraph 6(j)—See discussion of change to paragraph 8(j) of Form 2-T above.
- Paragraph 7—See discussion of change to paragraph 9 of Form 2-T above.
- Paragraph 21(b)—See discussion of change to paragraph 23(b) of Form 2-T above.

(4) [Guidelines for Completing Offer to Purchase and Contract \(Vacant Lot/Land\) \(Form 12G\)](#)

- Changes corresponding to the changes made to Form 12-T have been made where necessary to update the Guidelines for completing Form 12-T

(5) [Back-Up Contract Addendum \(Form 2A1-T\)](#)

- Suggested Notice (page 3)—
 - Wording of the suggested notice has been updated to reflect that the Primary Contract has been terminated and removes the mention of the seller as the terminating party.
 - The format of the suggested notice has been amended. Checkboxes have replaced the initial lines where the seller indicates the manner in which the primary contract was terminated. The change was made to address to occasional confusion about which party was supposed to initial in the lines provided.

(6) [New Construction Addendum \(Form 2A3-T\)](#)

- “Note” (top of page 1)—Changes have been made to the existing Note to clarify that the Addendum may be used when builder/seller agrees to make minor additional improvements to a completed dwelling.
- Paragraphs 2 through 7—the order of paragraphs 2 through 7 are changed so that the “Warranties” and “Insulation of House” paragraphs appear near the beginning of the Addendum rather than the end. A Note has been added after paragraph 3 to make it clear that the remaining paragraphs only need to be completed if additional improvements to the property are to be made. This formatting change is being made to address concerns that the Addendum is sometimes not used because there is a perception that

it is not needed when no additional improvements are to be made. Even if no additional improvements are to be made, it is important to use the Addendum to ensure that a builder's warranty is a part of the contract and to comply with a Federal Trade Commission Rule requiring disclosure of insulation values. It is hoped that changing the order of the paragraphs will help counter misperceptions about the need to use the Addendum.

(7) Seller Financing Addendum (Form 2A5-T)

- New "Note" added in paragraph 4 to bring attention to NC law prohibiting prepayment fees or penalties on certain loans.

(8) Buyer Possession Before Closing Agreement (Form 2A7-T)

- "Warnings" (top of page 1)—In response to requests that an optional security deposit provision be added to the Agreement, the "Warning" has been amended to specifically mention security deposits as an issue that is not addressed in the Agreement, and recommending that the Residential Rental Contract be used if a security deposit will be a part of the parties' agreement.
- Paragraph 1—New paragraph added to give seller right of access to the property in cases of emergency, and to clarify that all means of access to the property are to be delivered to buyer at commencement of buyer's possession, with seller entitled to retain an entry key.
- Paragraph 5—Amended to make it clear that if the Buyer Possession Before Closing Agreement is terminated, the buyer is required to return all means of access to the property to the seller.

(9) Seller Possession After Closing Agreement (Form 2A8-T)

- "Warnings" (top of page 1)--see explanation of changes to "Warnings" in Form 2A7-T above
- Paragraph 1-- see explanation of changes to paragraph 1 of Form 2A7-T above

(10) Owners Association Addendum (Form 2A12-T)

- Introductory paragraph (immediately above paragraph 1)--reference to "Confirmed Special Assessments" deleted to conform Addendum to change made to Form 2-T last year.
- Paragraph 3-- reference to Special Assessments as being "Confirmed or Proposed" deleted to conform Addendum to change made to Form 2-T last year.

(11) Agreement to Amend Contract (Form 4-T)

- Immediately underneath name of form (top of page 1)--Since a contract may be amended more than once, an "Amendment #" blank has been added to identify amendments by number (i.e., "Amendment #1," "Amendment #2," etc.)
- Escrow Agent--New wording has been added to expressly authorize and direct an Escrow Agent named in the contract to release the EMD to the "Successor Escrow Agent" if the parties change escrow agents. In addition, a new Acknowledgment has been added for the Successor Escrow Agent to sign for receipt of the EMD and to acknowledgment that he or she will hold and disburse it in accordance with the contract.

(12) Offer to Purchase and Contract—New Construction (Form 800-T)

- Paragraph 1(d)--See discussion of change to paragraph 1(d) of Form 2-T above.
- Paragraph 4(b)--Seller obligation to provide standard warranty of termite soil treatment stricken (replaced with seller/general contractor obligation under new paragraph 4(c)--see below)
- Paragraph 4(c)--New wording has been added obligating the seller/general contractor to provide a Subterranean Termite Protection Builder's Guarantee and a New Construction Subterranean Termite Service Record, both HUD-prescribed forms. Federal law requires that the sites for HUD insured structures must be free of termite hazards. The builder must certify that an authorized Pest Control

company performed all required treatment for termites, and that the builder guarantees the treated area against infestation for one year.

- Paragraph 7(c)-- See discussion of change to paragraph 5(e) of Form 2-T above.
- Paragraph 8(b)-- See discussion of change to paragraph 6(b) of Form 2-T above.
- Paragraph 10(j)-- See discussion of change to paragraph 8(j) of Form 2-T above.
- Paragraph 10(n)-- See discussion of change to paragraph 8(n) of Form 2-T above.
- Paragraph 11-- See discussion of change to paragraph 9 of Form 2-T above.
- Paragraph 12-- See discussion of change to paragraph 10 of Form 2-T above.
- Paragraph 24(b)-- See discussion of change to paragraph 23(b) of Form 2-T above.

(13) [Guidelines for Completing Offer to Purchase and Contract—New Construction \(Form 800G\)](#)

- Changes corresponding to the changes made to Form 12-T have been made where necessary to update the Guidelines for completing Form 12-T

NCAR Residential Forms (approved by NCAR only)

(14) [Exclusive Right to Sell Listing Agreement \(Form 101\)](#)

- Paragraph 3(b)--See discussion of change to paragraph 2(b) of Form 2-T above.
- Paragraph 3(e)--See discussion of change to paragraph 2(e) of Form 2-T above.
- Paragraph 7(f)--Stricken and moved to paragraph 18. See discussion below.
- Paragraph 12(n)(ii) and 12(n)(iii)--new subparagraphs added to correspond to subparagraphs 7(d)(ii) and 7(d)(iii) in Form 2-T. See discussion above.
 - First "Note"--Since, under new paragraph 7(d)(iii) of Form 2-T, the seller will no longer be permitted to remove or resell fuel in any fuel tank after the date of contract, this Note has been added as an advisory to the seller to consult with the seller's fuel provider to ensure that fuel is not unnecessarily added to any such tank prior to closing.
- Paragraph 14--The seller acknowledgement of receipt of the Real Estate Commission's Q&A on home inspections has been stricken. A new "Note" has been added at the end of paragraph 20 that refers the seller to the Real Estate Commission's entire series of Q&A brochures on real estate transactions, available on the Commission's website.
- Paragraph 17—
 - Paragraph 17(d)—This new subparagraph has been added in order to give a brief explanation of designated dual agency.
 - Paragraph 17(e)—The authorization to act as a dual agent and to practice designated dual agency, if offered by the firm, has been reformatted and reworded from the existing listing agreement.
 - As in the current form, the seller initials either the "Dual Agency" blank or the "Exclusive Representation" blank. However, the authorization to practice designated dual agency, if offered by the firm and if authorized by the seller, now appears as a subset of dual agency since a seller must first authorize dual agency in order for a firm to also practice designated dual agency. In the current form, the formatting sometimes causes confusion about whether the seller needs to authorize both dual agency and designated dual agency. It is hoped that the reformatting of this section will clarify the need for the seller to initial both "Dual Agency" and "Designated Dual Agency."
 - It is important to note that if the seller initials the "Designated Dual Agency" choice, the seller is both authorizing **and directing** the firm to practice designated dual agency. This is a change from the current form, and has been made largely at the request of the Real Estate Commission, which has received a number of complaints from sellers involving firms that chose to practice dual agency notwithstanding the fact that the seller had authorized

designated dual agency. In the new ““Designated Dual Agency” choice, the firm may remain in dual agency only if designated agency would not be permitted for some reason or the seller agrees in writing that the firm will remain in dual agency only.

- It is also important to note that if a seller authorizes dual agency, the new version of the form requires the seller to indicate whether the same individual agent will be permitted to represent both the seller and the buyer in a transaction.

- Paragraph 18—Existing provisions pertaining to termination of the listing agreement (last two sentences in current paragraph 20) and mediation of disputes (current paragraph 18) have been consolidated into a new paragraph 18 along with new “Breach” and “Attorneys’ Fees” provisions (subparagraphs (b) and (d), respectively).

(15) [Guidelines for Completing Exclusive Right to Sell Listing Agreement \(Form 101G\)](#)

- Changes corresponding to the changes made to Form 101 have been made where necessary to update the Guidelines for completing Form 101.

(16) [Exclusive Right to Sell Listing Agreement—Vacant Lot/Land \(Form 103\)](#)

- “Note” (top of page 1)—New Note added as a “heads-up” to firms and sellers who want to list and sell property that the seller desires to subdivide prior to sale. The wording of the Note parallels new wording added to the “Note” at the top of Form 12-T. See discussion above.
- Paragraph 4(f)--See discussion of change to paragraph 7(f) of Form 101 above.
- Paragraph 13--See discussion of change to paragraph 17 of Form 101 above.
- Paragraph 14--See discussion of change to paragraph 18 of Form 101 above.
- Paragraph 16—New “Note” added to parallel new Note added in paragraph 20 of Form 101. See above.

(17) [Guidelines for Completing Exclusive Right to Sell Listing Agreement—Vacant Lot/Land \(Form 103G\)](#)

- Changes corresponding to the changes made to Form 103 have been made where necessary to update the Guidelines for completing Form 103.

(18) [Exclusive Buyer Agency Agreement \(Form 201\)](#)

- Paragraph 4(e)— See discussion of change to paragraph 7(f) of Form 101 above.
- Paragraph 6—Existing wording reformatted into several separate subparagraphs for increased readability.
- Paragraph 10--See discussion of change to paragraph 14 of Form 101 above.
- Paragraph 14-- See discussion of change to paragraph 17 of Form 101 above.
- Paragraph 15-- See discussion of change to paragraph 18 of Form 101 above.

(19) [Guidelines for Completing Exclusive Buyer Agency Agreement \(Form 201G\)](#)

- Changes corresponding to the changes made to Form 201 have been made where necessary to update the Guidelines for completing Form 201.

(20) [Non-Exclusive Buyer Agency Agreement \(Form 203\)](#)

- Paragraph 7-- See discussion of change to paragraph 17 of Form 101 above.

(21) [Notice To Seller That Buyer Is Exercising Their Unilateral Right To Terminate The Offer To Purchase And Contract \(Form 2-T\) \(Form 350-T\)](#)

- Paragraph 2—changes to first two reasons for termination to track changes made to paragraphs 5(d) and 5(e) of Form 2-T. See above.

- (22) [Notice To Seller That Buyer Is Exercising Their Unilateral Right To Terminate The Offer To Purchase And Contract—Vacant Lot/Land \(Form 12-T\) \(Form 351-T\)](#)
- Paragraph 2—changes to paragraph numbers referenced in second and fourth reasons for termination to correspond to paragraph number changes in Form 12-T.
- (23) [Notice To Buyer That Seller Is Exercising Their Unilateral Right To Terminate The Offer To Purchase And Contract \(Form 2-T\) \(Form 352-T\)](#)
- Paragraph 2—Correction of mistake in second reason for termination. Prior notice from seller is not required in order to terminate if buyer fails to timely deliver an Additional EMD.
- (24) [Notice To Buyer That Seller Is Exercising Their Unilateral Right To Terminate The Offer To Purchase And Contract—Vacant Lot/Land \(Form 12-T\) \(Form 353-T\)](#)
- Paragraph 2—Correction of mistake in second reason for termination. Prior notice from seller is not required in order to terminate if buyer fails to timely deliver an Additional EMD.
 - Paragraph 2—change to paragraph number referenced in third reason for termination to correspond to paragraph number changes in Form 12-T.
- (25) [Referral Agreement \(Form 730\)](#)
- New “Assignment” provision added to prohibit assignment of a Referral Agreement by the Receiving Firm or a change in the individual agent to whom the referral is made without the Referring Firm’s written consent, and to clarify that if an assignment is permitted, the assignee will be bound by all the terms of the Referral Agreement.
- (26) [Overview of Standard Contract Form \(Form 780\)](#)
- Due Diligence Fee—
 - Existing wording amended to give greater emphasis to the practical difficulty of recovering the Due Diligence Fee if the seller is unwilling to return it voluntarily.
 - New bullet added to emphasize the fact that the Due Diligence Fee is due immediately upon contract formation, and that the buyer’s right to terminate for any reason or no reason during the Due Diligence Period does not arise if the buyer fails to pay any agreed-upon Due Diligence Fee.
 - Delays in Settlement/Closing—Correction to permitted delay period to track change made to paragraph 12 of Form 2-T last year.

The forms will be updated on the NCR web site and provided to NCR members who license the forms by July 1st. The forms will be provided to NCR’s approved forms software vendors for a July 1st release. According to NCR Forms Policy, permitted users will have a 60-day grace period to transition to the new forms.