I. INTRODUCTION
A. Promulgated Contract Forms, shall include but is not limited to unauthorized practice of law, broker-lawyer committee, current promulgated and approved forms, commission rules governing use forms and case studies involving use of forms. Includes the elements of a contract, offer and acceptance, the statute of frauds, specific performance and remedies for breach, unauthorized practice of law, commission rules relating to use of adopted forms and owner disclosure requirements.
B. RELE 1200 is a required course in the Real Estate certificate program and may be taken as an elective in the Business Management and Marketing and Sales Management degree and certificate programs.
C. This course is occupationally related and serves as a preparation for a career as a sales professional and provides valuable information to the student as a buyer or seller of real property.
D. Prerequisites: None
E. Alphanumeric coding used throughout this syllabus denotes integration of the Secretary's Commission on Achieving Necessary Skills (SCANS) occupational competencies (CA, B, Cl, 2, etc.) And foundation skills (FA, B, Cl, 2, etc.) For this course. The instructor will ensure the designated SCANS competencies and skills are addressed in the course. A detailed description of each competency/skill is contained in "A SCANS Report for America 2000," Executive Summary, furnished separately.
F. RELE1200 is presented in 2 Formats: Blended Lecture/Online and 100% Online
   1. Blended Lecture/Online: 8 Weeks (8 Classroom Meetings 16 Hours; 16 Hours Online)
   2. 100% Online: 32 Hours Online

II. LEARNING OUTCOMES
Upon successful completion of this course, Contract Forms and Addenda, the student will be able to:

A. Describe the Broker-Lawyer Committee, including composition and purpose. List and define the essential elements of a contract.
B. Demonstrate that a given action or statement constitutes the unauthorized practice of law and state the penalties for same. List and define the essential elements of a contract.
C. Compare and contrast promulgated and approved forms.
D. Assess if the use of a form is within the Texas Real Estate Commission rules for use of forms.
E. Utilize correct forms for a given scenario.
F. List and define the essential elements of a contract.
G. Discuss the offer/counteroffer process and the elements constituting offer and acceptance.
H. Define the statute of frauds.
I. Cite examples of breach of contract and discuss permissible remedies.
J. Recite examples of and the legal ramifications for the unauthorized practice of law.
K. Discuss commission rules relating to the use of approved and promulgated forms.
L. Explain the various owner disclosure requirements.
M. Explain and accurately complete Earnest Money Contracts.
N. Explain basic contract law and its application to real estate contracts.
O. Discuss the legal effects of contracts.
P. Describe the essential elements for the creation of a valid contract. (FB3)
Q. Discuss rules for construction of contracts.
R. Explain the principles of contract performance, default, and remedies for default.
S. Discuss title considerations in contracts, to include title insurance and title abstracts.
T. Describe what constitutes the unauthorized practice of law for a real estate practitioner, including an understanding of the statement of the Broker-Lawyer Committee, the rules of the Commission, and the Texas Real Estate License Act. (FC3, FCS, CB6)

U. The following SCANS competencies and foundation skills will be covered in this course:

1. Foundation
   a. Basic Skills
      (1) Reading (FA1)
      (2) Mathematics (FA3)
      (3) Listening (FA4)
   b. Thinking Skills
      (1) Problem solving (FB3)
c. Personal Qualities
   (1) Responsibility (FCl)
   (2) Self-esteem (FC2)
   (3) Sociability (FC3)
   (4) Self-management (FC4)
   (5) Integrity/honesty (FC5)

2. Competencies
   a. Resources
      (1) Time (CA1)
   b. Interpersonal Skills
      (1) Cultural diversity (CB6)
   c. Information
      (1) Acquires/uses (CC1)
      (2) Organizes/maintains (CC2)
      (3) Interprets/communicates (CC3)

III. INSTRUCTIONAL MATERIALS
    The instructional materials identified for this course are viewable through www.ctcd.edu/books.

IV. COURSE REQUIREMENTS
    A. Reading Assignments: Read text assignments prior to class and be prepared to discuss the text material, answering instructor questions orally with well-organized thoughts and ideas. (FA1, FA5, CC3)
    B. Case Studies: Students will be given written scenarios of a sales transaction and will be required to complete a sales contract for the proposed transaction. Scenarios will include Assumption with Conventional 2nd Lien Financing, Conventional 1st Lien Financing, and VA Guarantee loan financing.
    C. RELE1200 is presented in 2 Formats: Blended Lecture/Online and 100% Online
       1. Blended Lecture/Online: 8 Weeks (8 Classroom Meetings 16 Hours; 16 Hours Online)
       2. 100% Online: 32 Hours Online
    Class Attendance: (Refer to CTC Catalog, Page 45, for detailed policy). YOU ARE EXPECTED TO ATTEND EACH CLASS PERIOD, BE ON TIME AND STAY THE FULL CLASS PERIOD OR BE COUNTED ABSENT. You are responsible for all course material missed due to absence.
D. **ONLINE: BLACKBOARD** will be utilized for **LESSONS PRESENTATION, LESSON QUIZZES** and **FINAL EXAM**  
(See Class Syllabus on Blackboard for specifics)  
E. The instructor does not provide class notes for classes missed. (FC1, FC4)  
(Lecture Classes Only)  

3 missed classes - No Penalty  
4 missed classes - 5 pts.  
5 missed classes - 10 pts.  
6 missed classes-automatic drop 
(tardy/leave early = % miss class)  

V. **EXAMINATIONS**  
A. Scheduled Examinations: (CCI, CC2, FC2)  
All Lesson Quizzes and the Final Exam are administered ONLINE in Blackboard.  
B. Each major scheduled examination will cover material assigned in a specific unit of instruction to be determined by the instructor.  
C. Students who miss a major scheduled examination do NOT have an automatic right to a make-up examination.  
D. The exam schedule and material covered on each exam will be provided by the instructor on the first day of class.  
The type of exam questions (essay, multiple choice, and fill-in) will be specified by the instructor during pre-exam reviews.  

VI. **SEMESTER GRADE COMPUTATIONS**  
A. Letter grades will be assigned as follows:  

<table>
<thead>
<tr>
<th>Numerical Value</th>
<th>Grades Quality Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>90-100% A</td>
<td>= Superior 4</td>
</tr>
<tr>
<td>80-89% B</td>
<td>= Above Average 3</td>
</tr>
<tr>
<td>70-79% C</td>
<td>= Average 2</td>
</tr>
<tr>
<td>60-69% D</td>
<td>= Passing, but Unsatisfactory</td>
</tr>
<tr>
<td>Below 60% F</td>
<td>= Failure 0</td>
</tr>
</tbody>
</table>
B. Grade Computation for this Course:

1. The final grade for this course will be based upon an averaging of all major scheduled examinations, any assigned projects and reports, and any unscheduled examinations.

2. The final grade for the semester will be computed as follows:

   a. Syllabus Quiz 4%
   b. Attendance (Lecture) 10%
   c. Key Terms Matching Quizzes 16%
   d. Lesson Quizzes 20%
   e. Final Exam 50%

   Total 100%

VII. NOTES AND ADDITIONAL INSTRUCTIONS FROM COURSE INSTRUCTOR

A. Course Withdrawal: It is the student's responsibility to officially withdraw from a class if circumstances prevent attendance. Any student who desires to, or must, officially withdraw from a course after the first scheduled class meeting must file a Central Texas College Application for Withdrawal (CTC Form 59). The withdrawal form must be signed by the student.

CTC Form 59 will be accepted at any time prior to Friday, the 1th week of classes during the 16-week fall and spring semesters. The deadline for sessions of other lengths is:

- 10-week session: Friday of the 8th week
- 8-week session: Friday of the 6th week
- 5-week session: Friday of the 4th week

The equivalent date (75% of the semester) will be used for sessions of other lengths. The specific last day to withdraw is published each semester in the Schedule Bulletin.

A student who officially withdraws will be awarded the grade of "W", provided the student's attendance and academic performance are satisfactory at the time of official withdrawal. Students must file a withdrawal application with the College before they may be considered for withdrawal.
A student may not withdraw from a class for which the instructor has previously issued the student a grade of "F" or "FN" for nonattendance.

B. Administrative Withdrawal: An administrative withdrawal may be initiated when the student fails to meet College attendance requirements. The instructor will assign the appropriate grade on CTC Form 59 for submission to the registrar.

C. Incomplete Grade: The College catalog states, "An incomplete grade may be given in those cases where the student has completed the majority of the course work but, because of personal illness, death in the immediate family, or military orders, the student is unable to complete the requirements for a course..." Prior approval from the instructor is required before the grade of "I" is recorded. A student who merely fails to show for the final examination will receive a zero for the final and an "F" for the course.

D. Cellular Phones and Portable Devices: Cellular phones and portable devices will be turned off while the student is in the classroom or laboratory.

E. Americans with Disabilities Act (ADA): Disability Support Services provides services to students who have appropriate documentation of a disability. Students requiring accommodations for class are responsible for contacting the Office of Disability Support Services (DSS) located on the central campus. This service is available to all students, regardless of location. Explore the website at www.ctcd.edu/disability-support for further information. Reasonable accommodations will be given in accordance with the federal and state laws through the DSS office.

F. Instructor Discretion: The instructor reserves the right of final decision in course requirements.

G. Civility: (FC3) Individuals are expected to be cognizant of what a constructive educational experience is and respectful of those participating in a learning environment. Failure to do so can result in disciplinary action up to and including expulsion.

H. Honesty and Integrity: (FC5) All students are required and expected to maintain the highest standards of scholastic honesty in the preparation of all course work and during examinations. The following will be considered examples of scholastic dishonesty:

1. Plagiarism: The taking of passages from writing of others without giving proper credit to the sources.

2. Collusion: Using another's work as one's own; or working together with another person in the preparation of work, unless joint preparation is specifically approved in advance by the instructor.

3. Cheating: Giving or receiving information on examinations.
Students guilty of scholastic dishonesty will be administratively dropped from the course with a grade of "F" and will be subject to disciplinary action.

VIII. FEEDBACK
A. FEEDBACK: Feedback is the return of data/information about the result of a process and is an important part of the learning process. Feedback in the course will be provided via test scores, graded assignments, and/or instructor evaluation of the students' progress. You are encouraged to take advantage of the many avenues for feedback available to you. For example, office hours are established primarily to provide the student access to the instructor to discuss academic guidance. I am also generally available before and after class to meet with you.

B. Online: BLACKBOARD includes a MESSAGES Function to communicate STUDENT - INSTRUCTOR
   • E-mail is another easily available medium to obtain feedback. Additional feedback may be provided at the discretion of the instructor or on your request.

C. RESPONSIBILITY FOR LEARNING:
   1. INSTRUCTOR:
      As your instructor I will organize and present the course material in a manner designed to facilitate the learning process. I will evaluate your progress periodically via writing assignments, and presentation, and exams and provide feedback on your performance via exam and more, exam critiques, and critique of your writing assignments, etc. I am also available before and after each class period and during office hours to discuss your performance and answer questions.

   2. STUDENT:
      a. As the student you are ultimately responsible for what you learn and for your success in this course. It is your responsibility to attend class regularly (if applicable), prepare for class by reading assigned text material, participate in class discussions, ask questions when required to improve your understanding, prepare for and complete exams, and complete all other assignments.

      b. ONLINE BLACKBOARD: Student is responsible for reading the Syllabus, viewing all LESSON presentations, taking all LESSON quizzes and the Final Exam.

IX. COURSE OUTLINE
A. Unit One: Introduction and Contract Law Overview (BLACKBOARD Lesson 1)

1. Learning Outcomes: Upon successful completion of this unit, the student will be able to:
   a. Identify the essential elements of a valid contract.
   b. Explain the difference in valid, void, voidable and unenforceable contracts.
   c. Distinguish between bilateral and unilateral, and executed and executory contracts.
   d. Distinguish between an amendment and an addendum and describe how and when they are used.
   e. State the statute of limitations for written and oral contracts in Texas.
   f. List reasons for a termination of a contract, including breach of contract.

2. Learning Activities:
   a. Classroom discussion and group participation (FA4, FC3)
   b. Individual study and classroom preparation (FC1, FC4)
   c. Homework and other assignments designated by the instructor (CCI, FC1)

3. Unit Outline: Follow the sequence of unit learning outcomes.

B. Unit Two: Laws, Rules, and Regulations (BLACKBOARD Lesson 2)

1. Learning Outcomes: Upon successful completion of this unit, the student will be able to:
   a. Discuss the role The Real Estate License Act plays in the use of promulgated forms.
   b. Describe the unauthorized practice of law and how to avoid it.
   c. Describe the composition and duties of the Broker-Lawyer Committee.
   d. Recall how many TREC forms there are and identify whether a TREC form is a promulgated contract, addenda, amendment, resale certificate, notice, consumer disclosure, or an approved option/voluntary use form.
   e. Describe the proper procedure for presenting offers and multiple offers, and identify when the offer becomes a contract.

2. Learning Activities:
   a. Classroom discussion and group participation (FA4, FC3)
   b. Individual study and classroom preparation (FC1, FC4)
   c. Homework and other assignments designated by the instructor (CCI, FC1)

3. Unit Outline: Follow the sequence of unit learning outcomes.

C. Unit Three: Parties, Property, and the Money; Covenants, Commitments, and Notices; Closing, Possession, and More
(BLACKBOARD Lesson 3)

1. Learning Outcomes: Upon successful completion of this unit, the student will be able to:
   a. List the information required to complete contract forms.
   b. Fill out paragraphs 1 through 4 of the One to Four Family Residential Contract and be able to identify the provisions within them.
   c. Identify which items should be included in the Non-Realty Items Addendum.
   d. Fill out the financing addenda:
      • Third Party Financing Addendum for Credit Approval
      • Loan Assumption Addendum
      • Seller Financing Addendum
      • Addendum for Release of Liability on Assumed Loan and/or Restoration of Seller's VA Entitlement
   e. Identify the provisions within paragraph 5 (Earnest Money) of the One to Four Family Residential Contract.
   f. Identify the provisions within paragraph 6 (Title Policy and Survey) of the One to Four Family Residential Contract, including notices 1-9.
   g. Identify the provisions within paragraph 7 (Property Condition) of the One to Four Family Residential Contract.
   h. Describe the provisions of the closing and possession paragraphs (paragraphs 9 and 10) of the One to Four Family Residential Contract.
   i. Describe the proper use of the Buyer's and Seller's Temporary Lease Agreements and the importance of holdover fees in paragraph 19 of those agreements.
   j. Discuss what may and may not be included in the Special Provisions paragraph of the One to Four Family Residential Contract.
   k. Fill out paragraph 12 (Settlement and Other Expenses) of the One to Four Family Residential Contract and identify the provisions within it.
   l. Identify the paragraphs in the One to Four Family contract that do not need to be filled out and just describe the rights or agreements of the parties.
   m. Describe how to properly fill out paragraphs 21-24 of the One to Four Family Residential Contract.
   n. Discuss the proper procedure for executing and communicating the acceptance of the One to Four Family Residential Contract.
   o. Describe the purpose of the final page of the One to Four Family Residential Contract.

2. Learning Activities:
D. Unit Four: The Remaining Promulgated Forms (Blackboard Lesson 4)

1. Learning Outcomes: Upon successful completion of this unit, the student will be able to:
   a. Identify the ways in which the other five promulgated contracts differ from the One to Four Family Residential Contract.
   b. Describe the proper use of the Residential Condominium Contract.
   c. Describe the proper use of the Farm and Ranch Contract.
   d. Describe the proper use of the Unimproved Property Contract.
   e. Describe the proper use of the New Home Contracts.

2. Learning Activities:
   a. Classroom discussion and group participation (FA4, FC3)
   b. Individual study and classroom preparation (FC1, FC4)
   c. Homework and other assignments designated by the instructor (CCI, FC1)

3. Unit Outline: Follow the sequence of unit learning outcomes.

E. Unit Five: Promulgated Addenda, Notices, and Other Forms (BLACKBOARD Lesson 5)

1. Learning Outcomes: Upon successful completion of this unit, the student will be able to:
   a. Describe the proper use of the Addendum for Sale of Other Property by Buyer.
   b. Describe the proper use of the Addendum for Back-Up Contract.
   c. Describe the proper use of the Addendum for Reservation of Oil, Gas, and Other Minerals.
   d. Identify which form a buyer should use to reserve the right to terminate a contract, and describe how mutual termination of a contract should be handled.
   e. Describe the proper use of the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway and the Addendum for Coastal Area Property.
   f. Describe the proper use of the Addendum for Property Subject to Mandatory Membership in an Owner's Association.
   g. Describe the proper use of the Short Sale Addendum.
   h. Describe the proper use of the noncontract forms:
• Promulgated Resale Certificates
• Consumer Information Form
• Information About Brokerage Services From

i. Describe the proper use of the Non-Realty Items Addendum.

2. Learning Activities:
   a. Classroom discussion and group participation (FA4, FC3)
   b. Individual study and classroom preparation (FCI, FC4)
   c. Homework and other assignments designated by the instructor (CCI, FC1)

3. Unit Outline: Follow the sequence of unit learning outcomes.

F. Unit Six: Other Real Estate Matters (BLACKBOARD Lesson 6)

1. Learning Outcomes: Upon successful completion of this unit, the student will be able to:
   a. Describe current forms of fraud and how it affects licenses and the public.
   b. Identify on which forms brokers' fees are agreed upon.
   c. Identify the protected classes under the fair housing laws in Texas.
   d. List disclosures that are required, permitted, and prohibited.
   e. Describe HUD's occupancy standards.

2. Learning Activities:
   a. Classroom discussion and group participation (FA4, FC3)
   b. Individual study and classroom preparation (FCI, FC4)
   c. Homework and other assignments designated by the instructor (CCI, FC1)

3. Unit Outline: Follow the sequence of unit learning outcomes.

G. Unit Seven: Practice Makes Perfect (BLACKBOARD Lesson 7)

1. Learning Outcomes: Upon successful completion of this unit, the student will be able to:
   a. Complete a sample transaction using these forms:
      • One to Four Family Residential Contract
      • Lead-Based Paint Addendum
      • Third Party Financing Addendum for Credit Approval

   b. Complete a sample transaction using these forms:
      • One to Four Family Residential Contract
      • Environmental Assessment, Threatened or Endangered Species, and Wetlands Addendum
      • Seller Financing Addendum

   c. Complete a sample transaction using:
• Residential Condominium Contract (Resale)
• Loan Assumption Addendum
• Addendum for Back-up Contract
• Addendum for Coastal Area Property
• Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
• Addendum for Release of Liability on Assumed Loan and/or Restoration of Seller's VA Entitlement

2. Learning Activities:
   a. Classroom discussion and group participation (FA4, FC3)
   b. Individual study and classroom preparation (FC1, FC4)
   c. Homework and other assignments designated by the instructor (CC1, FC1)

3. Unit Outline: Follow the sequence of unit learning outcomes.