



Summary of 2025 Changes to NC REALTORS® Residential Forms

The following forms have been revised for 2025. This summary only covers the material changes that were made to each form. Click on the hyperlinks below to see all changes made.

1. **MAJOR REVISION** [Form 2-T – Offer to Purchase and Contract](#) – Much like the residential agency agreements earlier this cycle, Form 2-T has now been revised to make it easier to read and understand. All the note and warning boxes have been removed, and the text that was in those boxes has been simplified and incorporated into the existing pre-printed text or the guidelines in Form 2G. Spacing and formatting has been adjusted to make the form easier to navigate, and the first page has been reformatted to make sure the most important offer information all appears at the beginning of the form.

Click on the link for Form 12-T to see what the strikeouts and additions look like. The version in this link to this form highlights edits, but it does not show strikeouts to better display how it will look and feel in a final form without any highlights.

Other edits to note:

- 1.1. ¶ 1(e) – The guidelines to this form have long said that seller concessions can be a flat dollar amount or a percentage. Many firms are using this line more often as part of their transactions, so it has been moved from page 11 to the first page.
- 1.2. ¶ 1(h) – The previous language in this section was in a note box. The language has been adjusted to clarify that an escrow agent can release earnest money so long as there is not a dispute. If there is a dispute, then the escrow agent may need a release or be required to remit the money to the clerk of court. However, absent a dispute, an escrow agent may disburse in accordance with their firm's policy, which may, or may not, mandate a written release.
- 1.3. ¶ 2(b) – These bullets have been adjusted to match the bullets in Form 101.
- 1.4. ¶ 5(b) – Agents sometimes wrongly assume this section makes the contract contingent on the sale of buyer's other property. This language has been simplified from a former note box to make it clear that this section is merely a disclosure and a custom addendum is necessary for a contingent sale.
- 1.5. ¶ 6(a) – This paragraph used to be located directly under "Purchase Price" on the first and second pages. It has been moved here and broken into parts. The mechanics of the language are the same. If the buyer fails to timely deliver monies, then there is not necessarily an automatic breach of the contract. Rather, the seller must make a written demand, which can be done with Form 355, and then the buyer will have one banking day to cure the default before the seller has a right to terminate.

- 1.6. ¶ 7(c) – Sometimes agents mistakenly fill out these blanks with the same information twice. By numbering the associations, it is hoped that agents will realize that they only need to fill in the blanks for each applicable association.
2. **MAJOR REVISION** [Form 2G – Guidelines for Completing the Offer to Purchase and Contract](#) – This form has been heavily revised to match the paragraph numbers in Form 2-T. It has also been edited for readability by removing bolding, notes, and unnecessary references. Other changes to note:
 - 2.1. ¶ 2(a) – Several Q&As on ncrealtors.org have been incorporated in this document, including this section. This paragraph now explains the common law test for fixtures, which are included in the sale as part of this paragraph in Form 2-T.
 - 2.2. ¶ 2(c) – This language stresses the risks to a seller if they do not unpair devices and delete data.
 - 2.3. ¶ 5(a)-(b) – Language added here stresses again that Form 2-T is not contingent on financing or the sale of the buyer's other property.
 - 2.4. ¶ 14 – Language added to inform agents what to do if there are problems with an addendum not being attached or signed.
 - 2.5. Other Notes and Use of Form – These sections used to be at the beginning of the form, and now they have been moved to the end.
3. [Form 2A1-T – Back-up Contract Addendum](#) – References to Forms 351-T, 353-T, and 391-T have been removed since those forms have been deleted. Details below.
4. [Form 2A4-T – FHA/VA Addendum](#) – This language has been changed to match exactly what is required by the Department of Veterans Affairs in order to avoid confusion.
5. [Form 2A7-T – Buyer Possession Before Closing Agreement](#) – Language added to clarify that seller will unpair devices and delete data prior to buyer taking possession.
6. [Form 2A8-T – Seller Possession After Closing Agreement](#) – Language added to clarify that seller will unpair devices and delete data prior to buyer taking possession at the end of seller's term.
7. [Form 2A11-T – Additional Provisions Addendum](#) – Language added to clarify that seller will unpair devices and delete data prior to buyer taking possession, except for devices under a tenant's control.
8. [Form 2A12-T – Owners' Association Disclosure Addendum](#) – See section 1.6 herein.
9. [Form 4-T – Agreement to Amend Contract](#) – A new paragraph has been added to remove a buyer or seller, and the text in the Due Diligence Period has been adjusted so that the new date can be either extended or shortened instead of only extended.
10. **MAJOR REVISION** [Form 12-T](#) – See edits to Form 2-T for most of these edits. This strikeout version might be hard to follow or read, but it should be noted that the warning against selling less than an entire tract of land has been preserved and it appears italicized at the bottom of page 1. On page 3, language from Form 2-T has been included in the Due Diligence Fee paragraph to inform the buyer or their agent that the seller or seller's agent can direct payment of the DDF.
11. [Form 101 – Exclusive Right to Sell Listing Agreement](#)
 - 11.1. ¶ 7(b) – The line for “Other Fees” has been expanded and a checkbox for a fee schedule has been included. Firms that wish to specify different commission rates for an unrepresented buyer or single agent dual agency should use these options.

- 11.2. ¶ 7(d) – The “Total Cost” line is now made optional in case a firm has a variable rate structure.
- 11.3. ¶ 7(g) – This language has been reincorporated from the old form in case a seller transfers a business entity instead of title to the property.
- 11.4. ¶ 11(b) – This language has been adjusted to match Form 201 exactly. Form 710 has been revised to make changing the status of dual agency easier. However, Regulatory Affairs at the NC Real Estate Commission believes that agents should pick only one option for dual agency at the onset. If that dual agency later changes, it should be documented in some kind of writing, whether by email or by amending the agency agreement using Form 710.
- 11.5. ¶ 16 – This language has been edited to clarify that this section only applies to seller incurred or directed costs. Neither this version, nor the prior version, obligated the seller to pay buyer inspection costs. The buyer is not a party to this contract, and therefore, the seller has full authority to later negotiate inspection costs with a buyer if they wish.
12. **RE-DRAFTED** [Form 101G – Guidelines for Exclusive Right to Sell Listing Agreement](#) – This form has been completed re-drafted to give guidance on the new version of Form 101 that was initially released in January 2025. Much of the old guideline language was preserved and combined with language addressing the new form.
13. **RE-DRAFTED** [Form 103 – Exclusive Right to Sell Listing Agreement \(Vacant Lot/Land\)](#) – Using new Form 101 as a template, this form has been re-drafted to match the other residential listing agreement.
14. **SUSPENDED** [Form 103G – Guidelines for Exclusive Right to Sell Listing Agreement \(Vacant Lot/Land\)](#) – This form has been suspended in response to the re-draft of Form 103.
15. **SUSPENDED** [Form 105 – Internet Advertising Addendum](#) – This form has been suspended in response to proposed MLS rules changes.
16. **MAJOR REVISION** [Form 110 – Seller Estimated Net Sheet](#) – This form has been restructured to give the seller a better picture of their potential net proceeds.
17. [Form 142 – Vacant Land Disclosure Statement](#) – Initials have been added for the buyer and seller.
18. [Form 201 – Exclusive Buyer Agency Agreement](#)
- 18.1. ¶ 4 – A checkbox has been added for a seller or builder bonus, if paid and offered by the seller or builder.
- 18.2. ¶ 4(c), 13 – These sections have been changed to clarify potential terms of termination.
19. **RE-DRAFTED** [Form 201G](#) – This form has been completed re-drafted to give guidance on the new version of Form 201 that was initially released in October 2024. Much of the old guideline language was preserved and combined with language addressing the new form.
20. [Form 203 – Non-Exclusive Buyer Agency Agreement](#) – See section 16 herein.
21. [Form 350-T – Notice of Unilateral Termination – From Buyer to Seller](#) – This form has been revised so that the buyer can now terminate contracts formed with either Form 2-T or Form 12-T for vacant land. Note in section 2 there are options specific to each form, and in the release section at the bottom there is a checkbox for the seller. But otherwise, this form is substantially similar to the previous version.
22. **ELIMINATED** [Form 351-T – Termination of Contract \(Form 12-T – Vacant Lot/Land\) by Notice to Seller from Buyer](#)

23. [Form 352-T – Notice of Unilateral Termination – From Seller to Buyer](#) – This form has been revised so that the seller can now terminate contracts formed with either Form 2-T or Form 12-T for vacant land. Note in the release section at the bottom there is a checkbox for the seller. But otherwise, this form is substantially similar to the previous version.
24. **ELIMINATED** Form 353-T – Termination of Contract (Form 12-T – Vacant Lot/Land) by Notice to Buyer from Seller
25. **MAJOR REVISION** [Form 390-T – Termination Agreement](#) – If the parties wish to sign an agreement to terminate the contract instead of sending a unilateral termination, then this form may be used to document the terms on which the parties agree. Section 4 addresses the Earnest Money Deposit, and if there is agreement, then it can be documented here. If the parties cannot agree at first on the disposition of Earnest Money, then the release at the bottom can be used at a later time, which is why it has separate signature boxes. ***It is not necessary to use all the signature lines when this form is used.*** Instead, the release signature lines should only be used when the parties cannot agree at first on Earnest Money, but then at later time, after this document is executed, the parties come to an agreement.
26. **ELIMINATED** Form 391-T – Termination of Contract by Mutual Agreement Without Release of Earnest Money
27. [Form 710 – Agency Agreement Amendment](#) – This form has been revised to accommodate new Form 101 and new Form 201. There is now a section to easily change dual agency with a client, and lines have been added to change commissions and cooperative compensation, if any. Like Form 4-T, the form now has checkboxes for ease of use and identifying what amendments are applicable. The form also now has an amendment number blank at the top. The form still has ample blank lines for custom amendments.
28. **SUSPENDED** Form 715 – Agency Agreement Amendment and Disclosure – This form has been suspended since all agents should be using the newest agency forms for MLS compliance.
29. **NEW** [Form 725 – Statement of Agency Relationship and Compensation](#) – Since the settlement, some sellers, builders, lenders, and attorneys have been asking for a copies of agency agreements. Firms and agents have varying policies on whether or how agency agreements should be shared. This form provides a simple way to communicate compensation in an agency agreement without disclosing other sensitive information regarding the agency relationship.
30. **ELIMINATED** Form 770 – Disclosure of Compensation – Due to the change in MLS rules, this form has been eliminated. Agents are encouraged to use Form 710 to change their compensation, if necessary.
31. **ELIMINATED** Form 770G – Guidelines for Disclosure of Compensation – These guidelines are eliminated since Form 770 is eliminated.
32. [Form 800-T – Offer to Purchase and Contract – New Construction](#) – A technical edit has been made on page 3.
33. **NEW** [Form 804 – Agreement to Amend Offer to Purchase and Contract – New Construction](#) – Much like existing Form 4-T, Form 800-T can now be amended by using this form. It is substantially similar to Form 4-T, but sections for Construction Fees, Plans and Specification, and Substantial Completion have been added specifically for Form 800-T.