



## Summary of 2026 Changes to NC REALTORS® Commercial Forms

The following forms have been revised for 2026. This summary only covers the material changes that were made to each form. Click on the hyperlinks below to see all changes made.

1. [Form 541 – Commission Split Agreement Sales Transaction](#) – Most edits to this form are for readability and space efficiency. Section 5 is new and is in response to a member issue that was raised. The edit will make clear that if a closing attorney pays a broker pursuant to this agreement, that that payment will count toward the Listing Firm’s obligation.
2. [Form 570 – Exclusive Right to Lease and/or Sell Listing Agreement](#)
  - 2.1. ¶ 7(b) – This section is overly complicated given the usual practice for most members. It has been rewritten to be easier to fill out and calculate the amount of commission due. It has the same functionality as the old section, but with a lot less blanks to keep track of, making it easier to read and explain to consumers.
3. [Form 572 – Exclusive Right to Lease Listing Agreement](#) – These edits are the same as those in Form 570.
4. [Form 580-T – Agreement for Purchase and Sale of Improved Property](#)
  - 4.1. ¶ 1 – The escrow agent blank has been moved from page two up to page one.
  - 4.2. ¶ 1 – Agents report that it is very rare that the first check box option is used for the Earnest Money Deposit. Edits have been made to provide that the default is that the interest will belong to the account holder, just as the residential agreements do now.
  - 4.3. ¶ 6(c) – The block text in this paragraph makes it very difficult to read and understand some of the most important parts of this contract. Most of these edits are simply breaking out pieces of this block text and giving the subsections titles. The language at the end has been slightly modified to make it clearer that failure to terminate during the examination will likely result in the Earnest Money Deposit’s being paid to the seller.
  - 4.4. ¶ 7(d) – The existing language creates a small gap in time where it is not clear who bears the responsibility of indemnity. By picking the time of recordation, rather than the date of Closing, this gap is closed.
  - 4.5. ¶ 10 – Modifying language is added to the beginning to harmonize this section with other parts of the contract and the potential for a buyer breach accompanying the failure to fulfill a condition. The bolded and highlighted language is not new. Instead, it is just separated and bolded from the existing block text to highlight it for agents and consumers.
  - 4.6. ¶ 11 – Members continue to report that the failure of this form to have a mechanism for termination when there is a delay is a major problem. This language has been added to address this deficiency, especially when this form is being used by parties who do not have legal counsel. The parties can negotiate the delay period to make sure sufficient time is provided if there is a delay.

5. [Form 580L-T – Agreement for Purchase and Sale of Land](#) – These edits are the same as those in Form 580-T.
6. [Form 583-T – Agreement to Amend Contract/Notice of Assignment](#) – These are technical edits, but important ones. The current language reads “deleted and replaced.” However, there are many parts of the section being amended that have nothing to do with the amendment itself, meaning that one could argue that important parts of the contract are deleted and then not replaced if this form is used. The proposed language will correct this issue.
7. [Form 592-T – Commercial Lease Agreement \(Single\)](#)
  - 7.1. ¶ 12 – This section has been edited to make it clear that tenants are responsible for upgrades to LED lighting, and it also amends this section to harmonize better with section 6, which may have conflicting duties to those in this section.
  - 7.2. ¶ 24 – This section has been amended to make the amount of holdover rent negotiable rather than a default of “double.”
8. [Form 593-T – Commercial Lease Agreement \(Multiple\)](#)
  - 8.1. ¶ 8 – Edits have been made to the permitted use language in response to a member concern regarding whether HOA rules are “contractual obligations” the landlord may have make a representation about to a tenant.
  - 8.2. ¶ 9 – In some retail spaces, common area expenses are also paid by the excess cost rather than the tenant’s full proportionate share. A checkbox has been added for this option.