



## Summary of 2026 Changes to NC REALTORS® Residential 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 2-T – Offer to Purchase and Contract](#) – The hyperlink to this form will show you a clean, highlighted version of the edits without strikeouts to better display how it will look and feel in final publication. A version with strikeouts is available upon request.

- 1.1. ¶ 1(c) – In the additional parcels checkbox, members should note that there is a reference to new Form 2A10-T, which will be covered later in this summary. The remainder of the edits in this paragraph are focused on saving space and making the language easier to read.
- 1.2. ¶ 1(e) – This section should be used for other concessions the seller wishes to give to the buyer, if any. However, members should note that any Buyer Agent Compensation agreed to in the new Form 220 addendum, explained below, is also a concession from the seller to the buyer. Therefore, both of these items **will be in addition to each other** on the closing statement.
- 1.3. **MAJOR CHANGE** ¶ 1(i) – The Due Diligence Fee has always been due on the Effective Date, and this continues to be the case as shown in paragraph 1(d). **However**, edits to this paragraph make clear that if the Due Diligence Fee is **not** paid on the Effective Date, **then the buyer is not in breach the next day**, as has otherwise been the case in the past. Instead, the buyer has until the end of the next banking day following the Effective Date to pay before they will be in breach.

Just like previous versions of Form 2-T, the buyer's breach for failing to deliver the Due Diligence Fee on time **does not** automatically give the seller the right to terminate the contract. The seller must still give written notice demanding that the buyer pay within one banking day using Form 355-T. If the buyer fails to pay during this short cure period, then the seller may terminate (but they are not required to do so). See paragraph 6 of Form 2-T, which remains substantially the same with only minor edits.

- 1.4. ¶ 1(n) – Home warranty has been moved from page 9 of the form up to page 2.
- 1.5. **MAJOR CHANGE** ¶ 6(e) – FinCEN reporting will be very important in transactions where it is required. NCR's purchase contracts and agency agreements now all have language making it clear that if FinCEN reporting is required, then the buyer must provide all required information for compliance. Note that this paragraph is even broader than FinCEN, however. It applies any time governmental reporting is required. If there are other transactions that require governmental reporting, such as to the IRS or to a court official, then this paragraph would also require the buyer to comply with that reporting as well.

- 1.6. **MAJOR CHANGE** ¶ 8(c) – It is an increasing problem where buyers will go under contract, fail to pay the Due Diligence Fee, inspect the property immediately after the Effective Date, and then terminate before the seller can issue a demand for payment. This new language makes clear that the seller has the option, but not the obligation, to limit **only** physical access to the property (but not other Due Diligence) in order to help address this problem.
- 1.7. ¶ 22 – Language has been added to define “banking day” in order to help calculate the Due Diligence Fee deadline.

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

- 2.1. ¶ 1(a) – Language that helps explain why a non-owner spouse must sign the contract has been moved from the end of the form to this section in the beginning.
- 2.2. ¶ 1(d) – This language helps explain the new Due Diligence Fee payment process.
- 2.3. ¶ 6(e) – Further information on FinCEN reporting is provided here.

## 3. [Form 2A1-T – Back-up Contract Addendum](#) – Edits have been made to remove note boxes.

## 4. **MAJOR REVISION** [Form 2A3-T – New Construction Addendum](#) – In the past, there has been a large gap between when this addendum should be used and when Form 800-T should be used. That gap has been addressed with major revisions to this form. As the note at the top states, the question is whether the drywall has been completed or not. If it has, this addendum is likely the best fit. If has not, then Form 800-T is likely the best fit. Form 800G has also been re-adopted and completely rewritten to explain the difference between these two forms and when they should be used.

- 4.1. ¶ 3 – Major revisions have been made to this section to include more details. Change orders are now also addressed explicitly.
- 4.2. ¶ 5 – Radon inspection has been added, and general inspection language has been edited to harmonize better with the right to inspections in Form 2-T.
- 4.3. ¶ 6 – Punch list items has been added as a brand-new section for this form.

## 5. **NEW FORM** [Form 2A10-T – Additional Parcel Exhibit](#) – This form can be used with the purchase contracts, listing agreements, and even Form 142 (Vacant Land Disclosure Statement). Use as many of these exhibits as you need to in order to identify all parcels in the transaction. At the top, you can indicate how many exhibits are being used, and which number a particular exhibit is. ***Please note that this exhibit should only be used when all parcels are going to be part of the same transaction.*** If separate transactions will be used, then separate contracts are likely needed with custom addenda, and an attorney should be consulted.

## 6. [Form 2A11-T – Additional Provisions Addendum](#) – Edits have been made to remove note and warning boxes.

## 7. [Form 2A13-T – Vacation Rental Addendum](#)

- 7.1. **MAJOR CHANGE** ¶ 2 – Sellers must now provide rental agreements to the buyer within seven days of the Effective Date instead of within ten days after Closing. Buyers also now agree to keep this information confidential.
- 7.2. ¶ 3 – Rents have traditionally been pro-rated pursuant to the standard language in Form 2-T. This continues to be the default, however, if the parties wish to outline another arrangement, blanks are provided. This section also now makes clearer what is a security deposit and how they should be disbursed.

- 7.3. **MAJOR CHANGE** ¶ 5 – The buyer still has a choice on whether to pay any money to the seller or not if they choose a new management firm. However, there are major changes to the mechanics in this paragraph.

The default is that the buyer agrees to pay *for all* costs incurred by seller if there is a default, and the blank in the paragraph has now been changed to a maximum amount rather than a specific or target amount if the buyer does agree to pay.

Also, the buyer should now sign a management agreement with the existing management firm *by the end of the Due Diligence Period*, rather than Settlement, if they plan to keep the seller's management firm. Otherwise, they may be in breach.

8. **NEW FORM** [Form 2A15-T – Judicial Sale Addendum](#) – Judicial sales can be complicated and vary widely from county to county and may have significant differences depending on why the sale is occurring (foreclosure vs. partition sale). This addendum makes clear that the transaction will be subject and subordinate to all local laws and rules, and significantly alters certain obligations of the buyer and seller in some cases.
9. [Form 4-T – Agreement to Amend Contract](#) – Edits have been made to remove note and warning boxes. Also, members can now add or remove both sellers and buyers with the new edit to the first section allowing the addition of sellers to the contract.
10. **MAJOR REVISION** [Form 12-T – Offer to Purchase and Contract – Vacant Lot/Land](#) – See edits to Form 2-T for an explanation of these edits.
11. **MAJOR REVISION** [Form 12G – Guidelines to the Offer to Purchase and Contract – Vacant Lot/Land](#) – Last cycle, Form 2G received a major revision but Form 12G did not. These edits translate the edits made to 2G last year and incorporate new edits for this year, as discussed above.
12. [Form 101 – Exclusive Right to Sell Listing Agreement](#)
- 12.1. **MAJOR CHANGE** ¶ 6(a) – MLSs across the state have begun implementing a new marketing option for sellers which was introduced by NAR last year. This section has been updated to explain this new option to sellers as well as provide the necessary disclaimer for both Office Exclusive and the new marketing option.
- 12.2. ¶ 7(b) – A line has been added to address what the firm's compensation may be if a buyer is unrepresented. Note that firms should use the Other Fees line to outline how compensation may vary, if at all, if the firm is a dual agent.
- 12.3. **MAJOR CHANGE** ¶ 7(c) – This language has been adjusted to accommodate the new law allowing buyer agent compensation to be addressed in the contract. Now, there is only one standard option to choose if the seller wishes to offer buyer agent compensation. If the listing firm has their own policy, then they may check the second box and attach it. Otherwise, if there is buyer agent compensation approved by the seller as part of negotiating the contract, then it should be paid directly by the seller using the re-drafted Form 220, explained below.
- 12.4. ¶ 13 – Language added to make it clear that the seller must provide a valid ID and that they have the legal right to sell the property. This language *is not* a substitute for performing aggressive research on whether a seller is, in reality, a scammer. Agents must continue being vigilant in verifying identity beyond these edits. However, this language may help in some scenarios to cut down scammer activity.
- 12.5. ¶ 19 – Language added to further explain FinCEN reporting.
13. [Form 103 – Exclusive Right to Sell Listing Agreement – Vacant Lot/Land](#) – See edits to Form 101 for an explanation of these edits.

14. [Form 101G – Guidelines for Exclusive Right to Sell Listing Agreement](#) – Edits made similar to those found in Forms 2G and 12G and language added to accommodate other changes explained in section 12 herein.
15. **RE-DRAFTED** [Form 142 – Vacant Land Disclosure Statement](#) – Since this form was adopted two years ago, some members and consumers have stated that it is too long and difficult to fill out. This form has therefore been redrafted to provide the same information, but in a much easier to use format.
16. [Form 201 – Exclusive Buyer Agency Agreement](#)
  - 16.1. ¶ 1 – Language has been added to make it clear that a buyer must comply with closing attorney instructions and any obligations in a purchase contract.
  - 16.2. ¶ 4 – Edits have been made to this section to address scenarios when a buyer may not originally contemplate buying a new construction but end up buying a new construction property.
  - 16.3. ¶ 14 – Language added to help explain FinCEN reporting.
17. [Form 201G](#) – Language added to help explain FinCEN reporting.
18. [Form 203 – Non-Exclusive Buyer Agency Agreement](#) – See section 15 herein.
19. **RE-DRAFTED** [Form 220 – Cooperative Compensation Agreement](#) – This form has been re-drafted to be an addendum to a purchase contract instead of a standalone agreement. It has also been changed to reflect that buyer agent compensation is paid by the seller, and there is no longer an option for it to be paid by the listing firm.

Since Form 220 is no longer a standalone agreement, and given that it should only be used as an addendum to the contract, agents should not have the seller sign it at a listing appointment in advance. Instead, the seller can inform the listing agent of what they wish to offer for buyer agent compensation, if any, in the listing agreement itself. Then, when the purchase contract is negotiated, Form 220 can be used as an addendum at that time to reflect what the parties have negotiated.

This new version of Form 220 should be included and written in as an addendum in the section of the purchase contract that asks for identification of any “other attorney or party drafted addenda.”
20. **ELIMINATED** [Form 220G – Guidelines for Completing the Cooperative Compensation Agreement](#) – This form has been eliminated since Form 220 has been re-drafted.
21. [Form 355-T – Notice to Buyer to Deliver Cash or Immediately Available Funds](#) – Technical edits to accommodate the new Due Diligence Fee late payment process.
22. [Form 730 – Referral Agreement](#)
  - 22.1. **MAJOR CHANGE** – In some transactions, confusion can arise as to whether the firm or the agent should be the party who is entitled to payment for a referral. This change makes clear that *the firm* is entitled to payment unless otherwise stated in this form.
  - 22.2. Signature lines have been added for an optional BIC or managing agent signature.
23. **RE-DRAFTED** [Form 760 – Professional Services Disclosure and Election](#) – This form has been redrafted to greatly expand the types of services that can be selected or waived by a consumer. Members use this form in different ways, and this redraft *will not* affect any particular process a firm may have for how this form is used, or when. This form continues to be a very important form in the process, and hopefully the expansion of services will help both agents and consumers be more thoughtful about what services are being waived or selected.
24. [Form 800-T – Offer to Purchase and Contract – New Construction](#) – Edits made to eliminate note and warning boxes and to accommodate similar changes made to Forms 2-T and 12-T over the last two years.

25. [Form 800G – New Construction Forms Guide](#) – This new guide provides details to explain the differences between the New Construction Addendum and Form 800-T and when each form may be a good fit or not.