

President  
Gil Ernst



Executive Vice President & CEO  
Leslie Midgley, CAE

**Vanessa Burgess**

Deputy Executive Director  
Texas Real Estate Commission  
1700 Congress Ave, Suite 400  
Austin, TX 78701

Dear Ms. Burgess,

On behalf of the Texas Land Title Association (TLTA), please accept the following follow-up comments for consideration at the Broker–Lawyer Committee meeting scheduled for January 8-9, 2026.

Founded in 1908, The Texas Land Title Association (TLTA) is a statewide trade association representing the Texas title insurance industry and currently serving over 20,000 professionals involved in the safe and efficient transfer of real estate. In the course of their daily work, our membership serves over a million consumers each year. With active members in virtually every county in Texas, TLTA membership comprises approximately 75 percent of all title insurance agents and underwriters licensed to do business in Texas. From time to time, the Broker–Lawyer Committee addresses matters of significant importance to our industry, and we appreciate the opportunity to share our perspective to assist in your deliberations.

We understand that the Broker Lawyer Committee refined the proposed language at the previous meeting held on October 10 to address the potential addition to Paragraph 20, *Federal Requirements*, of the standard contract to address the U.S. Department of Treasury Financial Crimes Enforcement Network (FinCEN) Final Residential Real Estate Reporting Rule.

TLTA appreciates the Committee’s timely attention to this issue and hard work on the current proposed language. To ensure continued clarity in contract provisions regarding buyer and seller responsibilities, as well as expense allocations, TLTA respectfully recommends a slight refinement to the language under discussion. Our intent is to maintain the Committee’s goals of supporting compliance with governmental reporting requirements while avoiding any overly proscriptive or inaccurate characterization how these charges may arise as future practices and options may evolve in the marketplace. By replacing the reference to “escrow agent” or “third party charges” with “any charges”, we can maximize the flexibility of the language in the contract.

To accomplish these goals, TLTA respectfully proposes revising the current language drafted by the Committee regarding Paragraph 20, FEDERAL REQUIREMENTS of the contract:

“Seller and Buyer shall promptly execute and deliver any statements, documents, and information requested by Escrow Agent required for governmental reporting requirements. Buyer will pay any charges for the cost of gathering information and preparing and filing any such report.”

We believe this refinement continues to achieve the Committee’s objectives by clearly setting out each party’s responsibility, maintaining flexibility for future developments, and ensuring that transactions are not delayed due to uncertainty regarding compliance obligations.

We thank you for your consideration of this proposal and for your continuing efforts to benefit both consumers and license holders in Texas.

Sincerely,



Gil Ernst  
President



Leslie Midgley, CAE  
Executive Vice President and CEO