COURSE NUMBER: RELE 1311
COURSE TITLE: LAW OF CONTRACTS
CREDIT HOURS: 3 LECTURE HOURS: 3
PREREQUISITES: NONE
COREQUISITES: NONE
COURSE DELIVERY METHOD: Lecture

INSTRUCTOR INFORMATION:
Instructor:
Office:
Office hours:
Phone:
E-mail:
Other contact information: Always try to contact your instructor first.
Department Chair: 972 985-3709
Division Office: 972 377-1731

CLASS INFORMATION:
Meeting times:
Location:
Last day to withdraw:

TEXTBOOK:

SUPPLIES:
Note taking material
Calculator (The instructor will teach from a Texas Instruments Business Analyst II)
MEASURABLE STUDENT LEARNING OUTCOMES:

After successful completion of this course, the student should be able to:

1.0 **DEMONSTRATE A BASIC WORKING KNOWLEDGE OF REAL ESTATE CONTRACTS.**
   1.1 Define the term “contract”.
   1.2 Differentiate between an express and an implied contract.
   1.3 Differentiate between a unilateral and a bilateral contract.
   1.4 Differentiate between an executory and an executed contract.
   1.5 Explain the legal effects of valid, void, voidable and unenforceable contract.
   1.6 Differentiate between assignment and novation.
   1.7 Differentiate between discharge, default and termination of a contract.
   1.8 State the effect of the parol evidence rule.

2.0 **DEMONSTRATE COMPETENCY REGARDING HOW A CONTRACT IS FORMED.**
   2.1 State the elements necessary for a valid contract.
   2.2 Explain the Statue of Frauds.
   2.3 Discuss when a party is not competent to contract.
   2.4 Discuss the offer/counter-offer process and the elements constituting offer and acceptance.
   2.5 State how and when an offer may be revoked.
   2.6 Describe how a contract is amended.

3.0 **DEMONSTRATE COMPETENCY REGARDING THE CONSEQUENCES OF DEFAULTING ON A CONTRACT.**
   3.1 Cite examples of breach of contract and discuss permissible remedies.
   3.2 Explain the purpose of earnest money to the contract.

4.0 **DEMONSTRATE A WORKING KNOWLEDGE OF THE PURPOSE AND FUNCTION OF THE BROKER-LAWYER COMMITTEE.**
   4.1 Describe the purposes of the Broker-Lawyer Committee.
   4.2 State the composition of the Broker-Lawyer Committee.
   4.3 Describe the difference between a TREC promulgated and an approved form.

5.0 **DEMONSTRATE A WORKING KNOWLEDGE OF WHAT ACTIONS CONSTITUTE THE UNAUTHORIZED PRACTICE OF LAW**
   5.1 Discuss when a licensee should hire an attorney.
   5.2 Recite examples of and consequences of the unauthorized practice of law.
   5.3 List the specific documents that, if drawn by a licensee, will constitute the unauthorized practice of law.
   5.4 List the documents in which the licensee may fill in the blanks.
   5.5 Discuss rules relating to the use of approved and promulgated forms.
   5.6 Describe a contingency.
   5.7 Discuss the effect of “time is of the essence.”
6.0 DEMONSTRATE A WORKING KNOWLEDGE OF THE USE OF THE TREC RESIDENTIAL CONTRACTS.
6.1 List the TREC Residential Contracts and describe when each is used.
6.2 Explain how the option works.
6.3 Complete a Residential Contract.

7.0 DEMONSTRATE A WORKING KNOWLEDGE OF THE USE OF THE TREC SPECIAL CONDITIONS ADDENDA.
7.1 State the purpose of the Addenda.
7.2 Recognize when each of the Addenda should be used.
7.3 Discuss how the Sale of Other Property works.
7.4 Discuss how the Back-up Addenda works.

8.0 DEMONSTRATE A WORKING KNOWLEDGE OF TECHNOLOGY APPLICABLE TO REAL ESTATE MATTERS.
8.1 Locate information on the Texas Real Estate Commission web site.
8.2 Locate specific contracts and addenda on the TREC web site.
8.3 Locate information on the Real Estate Center web site.
8.4 Locate and use various web sites giving real estate information to the consumer.

METHOD OF EVALUATION:

<table>
<thead>
<tr>
<th>POINTS REQUIRED FOR GRADE</th>
<th>TOTAL POSSIBLE POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A  =  90% =  900 to 1000</td>
<td>Quizzes 300 points</td>
</tr>
<tr>
<td>B  =  80% =  800 to 899</td>
<td>Exercises 300 points</td>
</tr>
<tr>
<td>C  =  70% =  700 to 799</td>
<td>Final 400 points</td>
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<tr>
<td>D  =  60% =  600 to 699</td>
<td>TOTAL 1000 POINTS</td>
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Below a total score of 600, and/or a final exam grade of 280, and/or completion of attendance requirements will result in a failing grade.

QUIZZES & EXERCISES:

Three quizzes worth 100 points each will be given (total of 300 points). Several exercises worth a total of 300 points will be given. All exercises must be turned in the time they are due and are to be corrected unless you have an emergency which prohibits you from attending class, otherwise no credit will be given for the exercise. If you are absent on the day an exercise is to be corrected, it must be turned in on the day you return to class, or you will not receive any credit for the exercise. All make-up quizzes will be given during the last hour of class on the next to last class session and at no other time.
RESEARCH PROJECT:

A written or oral research project may receive up to a maximum of 100 points of extra credit. The project and method of presentation must be approved by the instructor. The project must include at least three sources (printed, interview, video, etc.) for the information presented and must be in addition to the required textbook. These sources must be identified (on a separate page from the report) in such a manner that the instructor can readily locate the source. For example a newspaper source should listed as the paper, section, page and date; an interview should give the person's name, position or occupation, company, address and telephone number; a book should be listed by the title, publisher, date, chapter and page.

A written project must be typed, double spaced, and be no less than 3 full pages of substantive material exclusive of title pages, bibliography, indexes, etc. An oral project should be a presentation between ten to twenty minutes in length and must include a written, one-page outline of the material and a list of the material and a list of the sources as set forth above. The same project may not be used for more than one class. This is to be your original work; plagiarism / copying is not acceptable. Failure to adhere to these requirements will result in less full credit or no credit for the project.

ATTENDANCE POLICY:

A maximum of two class sessions (cumulative maximum of 8 hours) may be missed. Arriving late or leaving early will be counted against the allowable 8 hours. If you have missed more than 2 class sessions or 8 hours total you will receive a failing grade for the course.

You are responsible for finding out the materials missed and **you must select a classmate** to advise you of the materials you missed, any changes in schedule and to collect materials for you for the days that you are late or absent.

Withdrawing from a course is a formal procedure which must be done by the date stated on the first page. This must be done by the student. The instructor cannot do it for you. If you simply stop attending you will receive a failing grade for the course.

The last day to withdraw from this course is stated on the front page.

**Religious Holy Days:** please refer to the current Collin Student Handbook.

ADA STATEMENT:

It is the policy of Collin County Community College to provide reasonable accommodations for qualified individuals who are students with disabilities. This College will adhere to all applicable federal, State and local laws, regulations and guidelines with respect to providing reasonable accommodations as required to afford equal educational opportunity. It is the student’s responsibility to contact the ACCESS
office, SCC-G200 or 972.881.5898 (V/TTD:972.881.5950) in a timely manner to arrange for appropriate accommodations.

ACADEMIC ETHICS:

The College District may initiate disciplinary proceedings against a student accused of scholastic dishonesty. Scholastic dishonesty includes, but is not limited to, statements, acts, or omissions related to applications for enrollment or the award of a degree, and/or the submission as one’s own work material that is not one’s own. Scholastic dishonesty may involve, but is not limited to, one or more of the following acts: cheating, plagiarism, collusion, use of annotated texts or teacher’s editions, and/or falsifying academic records.

**Plagiarism** is the use of an author’s words or ideas as if they were ones own without giving credit to the source, including, but not limited to, failure to acknowledge a direct quotation.

**Cheating** is the willful giving or receiving of information in an unauthorized manner during an examination, illicitly obtaining examination questions in advance, copying computer or Internet files, using someone else’s work for assignments as if it were one’s own, or any other dishonest means of attempting to fulfill the requirements of a course.

**Collusion** is intentionally aiding or attempting to aid another in an act of scholastic dishonesty, including but not limited to, providing a paper or project to another student; providing an inappropriate level of assistance; communicating answers to a classmate during an examination; removing tests or answer sheets from a test site, and allowing a classmate to copy answers.

CLASSROOM CONDUCT:

Any form of disruptive behavior will not be tolerated and may result in loss of credit or further appropriate action. Cellular phones and pagers are to be in silent mode during class and their use is not permitted while class is in session.

NOTE: A generic copy of this syllabus is available in the division office and on the college web site at: [http://iws.ccccd.edu/syllabus](http://iws.ccccd.edu/syllabus)
# LAW OF CONTRACTS
## TENTATIVE FIVE WEEK SCHEDULE

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<thead>
<tr>
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| 1       |      | Introduction to Course  
Requirements for Licensure |
| 2       | 12 MRP | Contract Basics |
| 3       | 12 MRP  
1 Supp | QUIZ 1  
TRELA and TREC rules  
Overview of Contract and Addenda Provisions |
| 4       | 2 Supp | QUIZ 2  
One to Four Family Residential Contract (Resale) |
| 5       | 3 Supp | Amendment, Notice & Financing Addendum  
Assign Contract Exercise No. 1 |
| 6       | 4 Supp  
5 Supp | Grade Contract Exercise No. 1  
Homeowner’s Associations  
Property Condition  
Assign “What Does the Contract Say” exercise |
| 7       | 6 Supp  
7 Supp  
8 Supp | Grade “What Does the Contract Say” exercise  
Multiple Parties  
Temporary Leases  
Miscellaneous Addendum & Notices  
Assign “Time Limits” exercise |
| 8       | 9 Supp | Grade “Time Limits” exercise  
Additional Contracts  
Papers / Outlines due  
Assign Contract Exercise No. 2 |
| 9       |      | Grade Contract Exercise No. 2  
QUIZ 3  
Make up quizzes |
| 10      |      | FINAL EXAM |

The quizzes cover the assigned chapters, lecture material, and class handouts.  
This schedule denotes the sequence in which materials will be presented and the approximate sessions in which they will be presented.  The instructor may modify this schedule to meet class needs.  You must select a classmate to keep you advised of any changes and to collect materials for you for the days you are late or absent from class.
# LAW OF CONTRACTS
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