

# WHOLESALE LAWS & REGULATIONS BY STATE

Maintained by Jerry Norton

Last Updated: February 17, 2026

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## DISCLAIMER:

Wholesale regulations are very new in many states (most within the past few years). As such, the exact application and scope of these laws (including proposed bills) may still be unclear. As with any new statute, clarity will increase over time as courts begin to interpret and apply these rules.

Do not assume that the interpretation in this report is 100% ironclad. This report is based on my non-legal analysis of the law as it currently exists, to the best of my understanding. My interpretation is subject to change as new guidance, enforcement, or case law develops.

Furthermore, this list may not be all-inclusive. New bills are continually being introduced and laws are being passed. This report is based on my own research. It is your responsibility to know, understand and follow the laws in the states where you transact. Always seek competent, legal advice before marketing, contracting, transacting or investing in real estate.

— Jerry Norton

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## POSSIBLE ALTERNATIVE SOLUTIONS TO THE ASSIGNMENT METHOD

In states where assignment is regulated or restricted, investors sometimes use alternative methods:

### **Double Close (Back-to-Back Closing)**

Close with the seller and close with your cash buyer on the same or next day.

Learn more: <https://youtu.be/AG51llNXqJ8?si=J-bUF-7cp-LDmP0q>

### **Takedown Method (“Wholetailing”)**

Purchase the property (without a predetermined buyer), then market and sell on the MLS.

Learn more: <https://youtube.com/playlist?list=PLNDQ7qfA7mTgosc5h5FE1954yAEncEK21>

To learn how to get 100% funding for double closing and takedown deals:

<http://UseJerrysCash.com>

## STATES WITH REGULATION PASSED INTO LAW

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### ALABAMA

#### **SB 228**

Effective: May 9, 2023

Disclosure & Consumer Protection Law: Regulates residential real estate wholesaling by imposing mandatory written disclosures and prohibiting abusive recorded service agreements. If entering into a contract to purchase a single-family residential property with intent to assign for a fee:

1. Seller Disclosure (At Contract Execution): Must disclose in writing your intent to market/assign your equitable interest. May be included in the Purchase & Sale Agreement (PSA).
2. Buyer Disclosure: Must disclose in writing that you are selling an equitable interest. May be included in the Assignment Agreement.
3. 3-Business-Day Assignment Notice to Seller: Must provide written notice to the seller at least 3 business days before the assignment becomes effective. Does NOT apply to double closings (since no assignment occurs). - see notice to seller addendum in the appendix.

NTRAP Ban (Non-Title Record Agreements for Personal Services): Exceed 1 year, bind future owners, create encumbrances on title. Short-term memorandums tied to a legitimate purchase agreement are still permitted. However, wrongful recording or misuse (clouding title, coercion, failure to release) may result in: \$10,000 statutory damages, slander of title claims, court-ordered voiding and/or Attorney's fees

#### **SB 246**

Effective: January 1, 2026

Licensing Law: Clarifies that repeated wholesale activity may constitute acting as a real estate broker under Alabama law and is enforced by the Alabama Real Estate Commission (REC). The law does not create a new broker definition — it reinforces that wholesaling activity can fall under existing broker statutes when conducted at scale or in a brokerage-like manner.

High-Risk Activities: Repeatedly marketing contracts, advertising property as if you own it, marketing property you do not own, negotiating transactions for compensation, operating in a brokerage-style model.

The REC has discretion and did NOT define a specific transaction threshold. As a general guide: 1–3 deals/year → Low risk, 5–10 deals/year → moderate risk and 10+ deals/year → high risk

Consequences: Operating as an unlicensed broker may result in: Cease-and-desist orders, administrative penalties, unlicensed activity enforcement.

Learn More: <https://youtu.be/PSJJfDgSgts>

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## ARIZONA

### HB 2747

Effective: September 24, 2022

Imposed a mandatory disclosure requirement on residential real estate wholesalers. The law does not prohibit wholesaling and does not require a license solely due to assignment activity. Instead, it focuses on transparency at contract formation.

The law applies to a “wholesale buyer,” defined as a buyer who: 1). Enters into a contract to purchase residential real property, and 2). Intends to assign or sell the buyer’s equitable interest in the property prior to taking legal title. The trigger is intent to resell or assign before closing.

Mandatory Disclosure Requirement: Before entering into a binding purchase agreement, the wholesale buyer must provide written disclosure to the seller stating that: The buyer is acting as a wholesaler. The disclosure must be in writing, must be clear and may be included within the purchase agreement itself, There is no separate statutory form required.

Seller Recourse for Non-Compliance: If the required disclosure is not properly provided: 1). The seller may cancel the contract without penalty. 2). The seller may retain any earnest money paid by the wholesale buyer. This creates financial risk for wholesalers who fail to disclose properly.

Learn more: <https://youtu.be/uQF7VrB4Bic>

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## CONNECTICUT

Effective: July 1, 2026

Connecticut adopted a registration-and-disclosure framework enforced by the Connecticut Department of Consumer Protection (DCP). The regulation applies to individuals or entities who: 1). Enter into a contract to purchase residential real estate. 2). Intend to assign, market, or transfer that contract for profit. 3). Do not intend to personally occupy or materially improve the property.

**Mandatory Registration:** Wholesalers must register with the Connecticut Department of Consumer Protection before engaging in wholesale activity.

Operating without registration may trigger: Civil penalties, administrative enforcement action, enforcement under Connecticut's Unfair Trade Practices Act (CUTPA)

**Required Seller Disclosures:** Wholesalers must clearly and conspicuously disclose to the seller: 1). That the buyer is acting as a real estate wholesaler. 2). That the wholesaler intends to assign or transfer the contract for profit. 3). That the purchase price may be below fair market value. 4). That the seller is advised to seek legal counsel before signing. Disclosures cannot be waived. May be included within the purchase agreement, but must be clear and prominent.

**Seller Right of Rescission:** When proper disclosures are made the seller has a three (3) business day right to cancel the contract without penalty. Failure to comply with disclosure requirements may expose the wholesaler to: Rescission claims, civil penalties, enforcement under Connecticut consumer protection law

**Contract Requirements:** Wholesale contracts must: 1). Contain a definite termination date. 2). Avoid open-ended or indefinite performance terms. 3). Clearly identify the wholesaler and provide accurate contact information. The seller must understand who the wholesaler is and the role being performed.

**Recording / Title Restrictions:** The law restricts the use of recorded documents (such as memorandums or affidavits) intended to: Cloud title or prevent a seller from freely transferring property. Improper use of recorded documents may trigger enforcement under consumer protection statutes.

Learn More: <https://youtu.be/k5I-AU5YVPs>

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## **GEORGIA**

### **SB 90**

Effective: January 1, 2024

Georgia SB 90 imposes strict requirements on unsolicited agreements that inquire into a consumer's interest in selling their land or real property. These rules primarily apply to direct mail marketing and solicitation practices.

Direct Mail Disclosure Requirements: Any unsolicited written inquiry or mailing must contain the following notice at the top of the document, in capital letters, and at least two inches apart from any other text:

“THIS IS A SOLICITATION. THE SENDER IS CONTACTING YOU TO INQUIRE AS TO YOUR INTEREST IN SELLING YOUR HOME OR OTHER REAL ESTATE. YOU ARE UNDER NO OBLIGATION TO RESPOND.”

Additionally, on the front of the envelope (or, if no envelope is used, on the portion bearing postage), the following must appear in capital letters:

“SOLICITATION. YOU ARE UNDER NO OBLIGATION TO OPEN OR TO RESPOND.”

Failure to include this required language may expose the sender to consumer protection violations.

Learn More: [https://youtu.be/VwNG\\_6NpF1E](https://youtu.be/VwNG_6NpF1E)

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## ILLINOIS

### **Real Estate License Act**

Effective: January 1, 2020

Illinois was the first state to explicitly regulate wholesaling through amendments to its Real Estate License Act. The 2019 amendments clarified that engaging in repeated wholesale-type transactions may constitute licensed brokerage activity.

‘Licensing Trigger: Under the amended Act a person may engage in one wholesale-type transaction in a 12-month period without a real estate license. Engaging in two or more wholesale transactions within a 12-month period requires an active Illinois real estate broker license.

What Counts as a “Wholesale-Type Transaction: ”Illinois broadly interprets brokerage activity to include 1). Assignment of contract for compensation. 2). Finder’s fees or referral fees. 3). Earning a fee or profit for facilitating a transaction for another. 4). Acting as an intermediary between buyer and seller. Compensation is interpreted broadly and may include assignment fees or transaction-based profit where the activity resembles brokerage.

If operating as a licensed broker, wholesalers must comply with all Illinois brokerage requirements, including: 1). Agency disclosure requirements. 2). Compensation disclosure rules. 3). Use of compliant contracts. 4). Brokerage supervision requirements.

Failure to comply may result in: Administrative discipline, civil penalties, enforcement action by the Illinois Department of Financial & Professional Regulation (IDFPR) and/or potential Attorney General action for consumer violations.

Learn more: <https://youtu.be/dSBcU8WLcAY>

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## INDIANA

### HB 1068

Effective: March 11, 2024

The law does not create a wholesaler license requirement, but it regulates individuals who solicit the purchase of single-family residential property without holding a real estate license. Indiana focuses on transparency in solicitation, not assignment mechanics.

Definition: “Unlicensed Real Estate Solicitor:” An unlicensed real estate solicitor is a person who: 1). Does not hold an active Indiana real estate license, and 2). Solicits the sale or purchase of a residential single-family home. This applies to investors, wholesalers, and acquisition marketers who contact homeowners directly.

Mandatory Disclosure Requirements: If acting as an unlicensed real estate solicitor, you must disclose in all communications, including print, digital advertising, and marketing materials: 1). That you are not a licensed real estate professional. 2). The legal name of the unlicensed solicitor. 3). The legal name of the person expected to purchase the property (if different from the solicitor). The disclosure must be clear and conspicuous.

Seller Right of Cancellation: If required disclosures are not properly provided the seller has two (2) business days to cancel the contract. This creates limited rescission exposure for non-compliant investors.

Exceptions: The law does not apply in certain circumstances, including: 1). Simply asking whether a home is for sale without making an offer. 2). Purchasing a home with intent to take legal title and record the deed. 3). Purchasing for personal residence. 4). Purchasing for long-term investment purposes. The law is aimed primarily at solicitation-based acquisition models.

Learn more: [https://youtu.be/UqYMLegb\\_LY](https://youtu.be/UqYMLegb_LY)

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## **IOWA**

### **HF 2394**

Effective: July 1, 2024

Treats wholesaling as brokerage activity and requires licensure. Iowa is a licensing-based regulation state, not a registration or disclosure-only state.

A “wholesaler” is defined as: A licensee, or a person represented by a licensee, who holds an equitable interest (but not legal title) in residential real property for the purpose of selling or transferring that equitable interest to another buyer. The trigger is holding equitable interest with intent to resell prior to taking legal title.

Licensing Requirement: A person must be licensed as an Iowa real estate broker to engage in wholesaling. Wholesaling activity is considered brokerage activity under Iowa law. Unlicensed wholesaling is prohibited.

Mandatory Written Disclosures: Before executing a contract, the wholesaler must provide written disclosure to all parties that includes: 1). The legal identities of all parties to the transaction. 2). An explanation of the wholesaling process. 3). A statement that the wholesaler holds only equitable interest and may not be able to convey title. 4). The wholesaler must provide a copy of the executed agency agreement to all parties prior to contract execution.

Seller & Buyer Recourse: If the wholesaler fails to comply with the law: 1). The seller or buyer may cancel the contract at any time prior to closing without penalty. 2). The seller may retain any earnest money paid by the wholesaler. This creates significant contract enforceability risk for non-compliance.

Violations may result in: Civil penalties up to the greater of \$10,000 or 10% of the sale price and/or possible disciplinary action under Iowa real estate licensing law.

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## **KENTUCKY**

### **HB 62**

Effective: March 23, 2023

Amended Kentucky’s real estate licensing statute to clarify that advertising or marketing an equitable interest in a real estate purchase contract constitutes brokerage activity. The bill was

passed in response to increased wholesaling activity and concerns that unlicensed individuals were publicly marketing properties without holding title.

**Advertising Equitable Interest = Brokerage Activity:** A person engages in real estate brokerage when they: 1). Enter into a contract to purchase real property, and 2). Advertise, market, or offer for sale that equitable interest for compensation. This means publicly marketing an assignable contract without a license is considered unlicensed brokerage.

**License Requirement Triggered by Conduct:** Kentucky does not prohibit contract assignments. However, once a person 1). Publicly advertises the property or contract, or 2). Markets the deal to the general public for compensation, they must hold an active Kentucky real estate broker license. The trigger is conduct, not transaction count.

**Private Assignment vs. Public Marketing:** The law draws a distinction between: Private transfer of contractual rights (generally permissible), and public advertising or offering the property or contract for sale (licensed activity). Marketing language, listing-style ads, and broad buyer blasts may trigger enforcement.

**Enforcement Authority:** Violations fall under Kentucky's real estate licensing statutes and may result in: Cease and desist orders, administrative penalties, civil fines and possible misdemeanor exposure for unlicensed brokerage. Enforcement is handled by the Kentucky Real Estate Commission.

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## **MARYLAND**

### **SB 160 / HB 124**

Effective: October 1, 2025

The law creates statutory definitions for two types of wholesale activity and imposes mandatory disclosure requirements involving owner-occupied properties. (It does not apply to non-owner-occupied, investment, or vacant properties). It does not prohibit wholesaling, but it expands regulation to capture both assignments and certain alternative transaction structures.

Maryland defines two regulated roles: 1). Wholesale Buyer: A person who contracts with an owner-occupied seller with the intent to assign the contract for a fee prior to taking legal title. 2). Wholesale Seller: A person who assigns beneficial or equitable interest in a residential property, or enters into a second contract to sell the property before taking legal title.

This structure is designed to capture: Traditional assignments, certain double closings, novation-style structures. Maryland intentionally broadened the definition to prevent circumvention through alternative structuring.

**Mandatory Disclosure Requirements:** Before entering into any binding contract, wholesale buyers and wholesale sellers must provide a clear and conspicuous written disclosure stating: 1). Their intent to wholesale and 2). The nature of their interest in the property.

The disclosure must be in writing, may be included within the purchase agreement, must be provided prior to contract execution

Unlike PN and OR, Maryland does NOT require: 1). Disclosure of assignment fee or profit amount. 2). A legal counsel advisory statement. 3). Disclosure of licensing status. 4). A rescission window beyond general contract law.

Failure to provide required disclosures may impact contract enforceability and expose the wholesaler to civil remedies under state law.

Learn more: [https://youtu.be/7rEk\\_ECGSak](https://youtu.be/7rEk_ECGSak)

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## **NEBRASKA**

### **LB 892**

Effective: July 21, 2022

Amended Nebraska's Real Estate License Act to clarify that publicly marketing an equitable interest in a purchase contract constitutes real estate brokerage activity, requiring an active Nebraska real estate license. The bill was enacted in response to increased wholesaling activity and concerns about unlicensed individuals advertising properties they do not own.

**Public Marketing of Equitable Interest = Brokerage:** If a person 1). Enters into a contract to purchase real property, and 2). Publicly advertises, markets, or offers for sale that contractual interest for compensation, that activity is considered brokerage and requires a real estate license. The trigger is public marketing, not simply assignment.

**Assignment Itself Not Prohibited:** Nebraska does not ban contract assignments. However, public advertising of the property or contract without a license is prohibited and acting as an intermediary between seller and buyer without licensure may constitute brokerage. The distinction is between private assignment of rights and public marketing activity.

Licensed Agent Representation Clarified: If a licensed agent assists a wholesaler: 1). The agent is deemed to represent the wholesaler as a seller's agent. 2). Standard agency disclosure requirements apply and 3). Fiduciary duties run to the wholesaler in that context. This clarifies agency relationships when licensed professionals are involved in wholesale transactions.

Nebraska Real Estate Commission Guidance: Following LB 892, the Nebraska Real Estate Commission issued formal guidance including: 1). Commission Policy and Interpretation on Wholesaling Activities, 2). Updated Agency Disclosure Forms, 3). Assignable Contract Addendum Forms. These materials reinforce disclosure expectations and clarify compliance standards.

Requires a real estate license for publicly marketing for sale an equitable interest in a contract for the purchase of real property. If a licensed agent assists a wholesaler the agent is considered a seller's agent for the wholesaler.

The Nebraska Real Estate Commission issued:

- Commission Policy and Interpretation on Wholesaling Activities - <https://nrec.nebraska.gov/legal/policyinterpretation.html>
- New Agency Disclosure Forms - <https://nrec.nebraska.gov/pdf/forms/2022agency%20form%20instructions.pdf>
- Assignable Contract Addendum Forms - <https://nrec.nebraska.gov/pdf/forms/Assignablecontractaddendum2022.pdf>  
<https://nrec.nebraska.gov/pdf/forms/AgencyDisclosureBuyerSeller2025.pdf>

Learn more: [https://youtu.be/mYyr2m88k\\_I](https://youtu.be/mYyr2m88k_I)

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## **NORTH DAKOTA**

### **HB 1190**

Effective: March 24, 2023

The law does not prohibit wholesaling but clarifies when wholesaling becomes licensed brokerage activity and establishes mandatory disclosure requirements.

A wholesaler is defined as a person who: Enters into an agreement to earn income or profit from the transfer of an equitable interest in residential real property. The key trigger is intent to profit from assigning contractual rights prior to taking legal title.

Publicly marketing an equitable interest in residential real property is considered real estate brokerage activity. A real estate license is required if the wholesaler publicly markets the equitable interest. Private assignment without public marketing may not trigger licensure, but marketing activity does.

**Mandatory Written Disclosures:** A wholesaler must provide written disclosure to all parties stating: 1). The wholesaler holds only an equitable interest. 2) The wholesaler may not be able to convey legal title. 3). The wholesaler intends to make a profit from the transaction. Disclosures must be clear and provided prior to completion of the transaction.

If required disclosures are not properly made: 1). The seller may cancel the contract before closing and retain earnest money. 2). The buyer may cancel before closing and receive a refund of earnest money. This creates financial exposure for non-compliant wholesalers.

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## **OHIO**

### **SB 155**

Effective: March 2, 2026

Ohio defines a “wholesaler” as a person or entity that, for a fee, commission, or other valuable consideration: 1). Enters into a purchase contract for residential real property; and 2). Assigns or novates that contract to another person or entity.

**Disclosure Requirements:** Prior to executing a purchase and sale agreement (PSA), the wholesaler must provide a separate written disclosure document in at least 12-point font. The disclosure must state:

1. The buyer is a wholesaler and does not represent the seller/owner.
2. The wholesaler intends to assign or novate the contract for a profit.
3. The wholesaler may charge a fee to a third-party buyer.
4. The purchase price may be below fair market value.
5. The owner is advised to seek legal counsel.

**Repercussions of Failure to Disclose:** If the disclosure is not properly provided: The property owner may cancel the contract at any time before escrow or closing without penalty. Any earnest money paid by the wholesaler must be disbursed to the seller. Additionally, the wholesaler may be subject to disciplinary action by the state regulator, including fines of up to \$2,500 per violation.

-See Ohio Disclosure Form in the appendix

Learn more: <https://youtu.be/ZkfKnEZ84r>

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## **OKLAHOMA**

### **HB 3390**

Effective November 1, 2021

Amended real estate licensing law to clarify that certain wholesaling activities may constitute brokerage activity requiring a real estate license. The change focused on the definition of “real estate broker” and whether marketing or offering to sell equitable interest for compensation falls within licensed activity.

Under the 2021 update: A person may enter into a contract to purchase real property and assign their contractual interest. However, marketing or advertising property in a way that resembles brokerage activity can trigger licensing requirements. Acting as an intermediary between buyer and seller for compensation may require a real estate license. Substance over form applies (calling yourself a “wholesaler” does not avoid broker definitions).

The law did not ban wholesaling but clarified when licensing may be required. Licensing risk increases if you: 1). Market the property itself rather than your contractual interest 2). Negotiate on behalf of another party. 3). Act as an intermediary between buyer and seller 4). Represent yourself as facilitating the sale of real property for another. If you are effectively acting like a broker, the number of transactions doesn't matter.

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### **SB 1075: The Residential Property Wholesaler Registration Act**

Effective November 1, 2025

Expanded Definition: Amended Oklahoma's Real Estate License Code to establish new regulations for wholesalers. A wholesaler is defined as an individual or entity who: 1). Secures contracts to purchase residential property. 2). Intends to quickly assign or sell contractual rights for financial profit. 3). Transfers, assigns, or sells equitable interest before taking legal ownership.

Wholesaling explicitly includes double closings where you “simultaneously close two separate transactions on the same property, one with the original seller and the other with the end buyer.”

Required Disclosures: Before executing a contract, wholesalers must disclose: 1). Intent to assign or sell equitable interest for a higher price. 2). That the homeowner should seek legal advice. 3). That the homeowner has the right to cancel without penalty within two (2) business days.

The Oklahoma Real Estate Commission (OREC) provides a standardized cancellation form. (see cancellation form in appendix)

**Seller Cancellation:** A homeowner may cancel: Within two (2) business days if properly disclosed and at any time if required disclosures were not provided. Contracts missing required disclosures are invalid and unenforceable. (See disclosure notice in appendix)

Learn more: [https://youtu.be/nQNfm8\\_8bqo](https://youtu.be/nQNfm8_8bqo)

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## **OREGON**

### **HB 4058**

Effective: July 1, 2025

Creates a separate regulatory category for wholesalers and imposes registration, disclosure, and criminal penalty provisions. Oregon does not outright ban wholesaling but it heavily regulates it.

**Definition of Wholesaling:** Marketing residential real property for which the marketer holds only an equitable interest and intends to assign or transfer that interest for compensation prior to taking legal title. The trigger is marketing while holding only equitable interest.

**Registration Requirement:** Unless already licensed as a real estate broker in Oregon, wholesalers must register with the state. Registration requirements include: 1). Minimum age: 18. 2). High school diploma or GED. 3). Passing a competency examination. 4). Possible background check and fingerprinting. 5). Registration approval prior to conducting wholesaling activity. This creates a licensing-like structure without requiring a full broker license.

**Mandatory Written Disclosures:** Before entering into or marketing the contract, the wholesaler must disclose in writing: 1). That they are acting as a wholesaler. 2). That they hold only an equitable interest. 3). That they are not a licensed real estate agent (unless they are). 4). That they are not a licensed appraiser. 5). That they may not be able to convey title. These disclosures are designed to prevent consumer confusion.

**Seller Right of Cancellation:** The seller has a statutory right to cancel within three (3) business days of contract execution. This right is separate from other contractual contingencies and must be honored.

Violations may result in: A fine equal to the wholesaler's profit, up to 364 days imprisonment, a \$6,250 fine or both criminal and financial penalties. This makes Oregon one of the few states with potential criminal exposure tied specifically to wholesaling violations.

Important Distinctions: Licensed Oregon real estate brokers are exempt from registration requirements, Double closings are not prohibited, The law regulates marketing and assignment conduct, not simple purchase-and-resale transactions where title is taken first.

Learn more: <https://youtu.be/FMJT42jsdvQ>

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## **PENNSYLVANIA**

### **SB 1173**

Effective: January 4, 2025

The law treats wholesaling activity as real estate brokerage activity, requiring an active Pennsylvania real estate license when engaging in covered transactions. This is a statewide statute — separate from Philadelphia's municipal ordinance.

Defines wholesaling as: Entering into a contract to purchase residential real estate with the intent to assign, sell, or transfer the buyer's equitable interest for compensation before taking legal title. The key trigger is intent to profit from assignment prior to taking title.

Licensing Requirement: Wholesaling under this definition is considered brokerage activity. An active Pennsylvania real estate license is required to legally wholesale residential property. Unlicensed wholesaling may constitute unlicensed brokerage.

Mandatory Seller Disclosures: Before or at contract execution, the wholesaler must provide written disclosure that: 1). The seller is aware the buyer intends to wholesale (assign or transfer equitable interest). 2). The seller has the right to obtain an appraisal. 3). The seller has a statutory right to cancel the contract. 4). Any funds paid must be refunded within ten (10) days if the contract is cancelled.

Seller Right of Cancellation (un-waivable rescission right): If Proper Disclosure Is Provided: The seller may cancel within 30 days of contract execution or before closing (whichever occurs first). If Proper Disclosure Is NOT Provided the seller may cancel at any time. This creates significant enforceability risk for non-compliant wholesalers.

Violations may result in: 1). Contract cancellation. 2). Required refund of funds. 3). Potential unlicensed brokerage penalties. 4). Disciplinary action through Pennsylvania Real Estate Commission.

Important Distinctions: 1). This law does not prohibit taking title and reselling (traditional double close). 2). The trigger is assignment-based wholesaling for compensation prior to taking legal title. 3). The cancellation right cannot be waived by agreement.

Learn more: <https://youtu.be/YxTFpjuv4ok>

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## **SOUTH CAROLINA**

### **HB 4754**

Effective: May 21, 2024

HB 4754 amended South Carolina's Real Estate Practice Act to address wholesaling. Following passage, the South Carolina Real Estate Commission (SCREC) issued a formal advisory opinion stating that the traditional wholesaling business model — as commonly practiced — is not permitted under South Carolina law.

**Definition of Wholesaling:** The statute defines wholesaling as: Having a contractual interest in residential real estate and marketing the property to a different buyer prior to taking legal ownership for compensation.

The SCREC clarified that wholesaling involves four elements: 1). Contractual interest in residential property. 2). Marketing prior to taking legal title. 3). Expectation of compensation. 4). Transfer of the interest (assignment, novation, LLC transfer, etc). When these elements are present, the Commission considers the activity unlawful wholesaling.

**Marketing Restrictions:** The law distinguishes between marketing a contract and marketing the property itself. Marketing the property is prohibited prior to ownership. Examples of prohibited marketing include: Posting property photos, providing address or tax map number, describing bedrooms, bathrooms, square footage, discussing condition or improvements, advertising on MLS, social media, email groups, or verbally. Any effort to make the property known to others for compensation is considered marketing.

**Licensee Prohibition:** Licensed real estate brokers and firms are expressly prohibited from: 1). Engaging in wholesaling, 2). Assisting others in wholesaling, 3). Representing parties in wholesaling transactions.

While assignments are not automatically illegal, the traditional model of: Contracting a property, marketing it before taking title and assigning for profit is effectively prohibited in South Carolina. South Carolina currently represents one of the strictest anti-wholesaling regulatory environments in the country.

Learn more : <https://youtu.be/NHN3UgOi4uI>

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## TENNESSEE

### **SB 0909**

Effective: March 25, 2025

Imposed disclosure requirements and clarified how equitable-interest transactions are treated under state law.

The statute defines wholesaling activity and establishes written notice requirements, but it does not prohibit wholesaling. Tennessee remains a conduct-based enforcement state with statutory disclosure obligations.

The law defines wholesaling as: Entering into a contract with a seller and subsequently selling or transferring the equitable interest in that property to another buyer for a higher price. This includes: 1). Assignment of contract. 2). Certain novation structures. 3). Certain double closing structures (depending on how structured). The focus is on profiting from equitable interest prior to or separate from taking legal title.

Mandatory Written Disclosures: A wholesaler must: 1). Disclose in writing to both buyer and seller the nature of the wholesaler's equitable interest. 2). Provide written notice to the seller at least three (3) days prior to contracting with a new buyer (assignment or resale). The three-day notice requirement is a key compliance trigger. The statute does not require a separate standalone document, but the notice must be clear and in writing.

Licensing Considerations: Tennessee law does not automatically require a real estate license solely due to wholesaling. However, recent case law and regulatory interpretation indicate that certain conduct may be treated as brokerage activity depending on how the transaction is marketed, whether the wholesaler negotiates between parties and whether the wholesaler is acting "for another" for compensation. Improper structuring or marketing could trigger licensing exposure under existing broker law.

Failure to comply with disclosure and notice requirements may impact contract enforceability and expose the wholesaler to civil claims. Conduct-based enforcement may arise if the activity resembles unlicensed brokerage.

Learn more: <https://youtu.be/zo8qv-Oh1ag>

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## TEXAS

### **Texas Occupations Code §1101.0045**

Effective: September 1, 2017

Texas law expressly permits the acquisition and assignment of an equitable interest in real property without requiring a real estate license, provided certain conditions are met. Texas does not treat wholesaling itself as brokerage activity if properly structured.

Statutory Safe Harbor: Under §1101.0045, a person may sell or assign their equitable interest in real property without holding a real estate license if: 1). The person is selling or transferring their own equitable interest (not acting for another), and 2). The person discloses the nature of that equitable interest to the potential buyer. This creates a statutory carve-out for properly structured assignment transactions.

Disclosure Requirement: The wholesaler must clearly disclose to the prospective buyer: That they hold only an equitable interest in the property, and the nature of that interest. Failure to disclose the equitable interest removes the statutory protection.

A real estate license is required if the person: 1). Engages in brokerage activity for another person, or 2). Fails to disclose that they are selling only an equitable interest, thereby creating the appearance of selling property they do not own. Texas focuses on acting “for another” versus selling one’s own contractual rights.

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### **Telemarketing & SMS (SB 140 – Effective September 1, 2025)**

Strict regulation for cold calling and SMS marketing. Must:

- Register with Secretary of State;
- Pay annual registration fee;
- Secure \$10,000 bond;
- Scrub against National and Texas DNC lists;
- Maintain internal DNC list;
- Obtain prior express written consent for SMS;

- Keep records for 4–5 years;
- Follow quiet hours;
- Provide proper caller identification.

Violations may result in \$5,000+ per offense and exposure under Texas DTPA.

See compliance checklist in appendixes

Learn more: <https://youtu.be/IgrVp-LkP9g>

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## **VIRGINIA**

### **HB 917**

Effective: July 1, 2024

Expanded the statutory definition of “real estate broker” to include certain contract-based activities commonly associated with wholesaling.

The law does not use the term “wholesaling.” Instead, it regulates the conduct typically involved in assignment-based transactions. Virginia is a volume-trigger licensing state.

Licensing Trigger: The statute now includes within the definition of “real estate broker:” Any individual or business entity who sells or offers to sell, buys or offers to buy, negotiates, or otherwise deals in real estate contracts (including assignable contracts) on two or more occasions within a 12-month period for compensation or valuable consideration.

This creates a bright-line threshold - Engaging in this activity two or more times in a 12-month period requires an active Virginia real estate license. One transaction may be permissible without licensure. Two triggers licensing.

Although the statute does not reference wholesaling by name, it captures: 1). Entering into assignable purchase contracts 2). Offering those contracts to third parties. 3). Negotiating transfer of contractual interests and 4). Receiving compensation tied to the transaction. The focus is repeated contract-based activity for compensation.

Enforcement: Engaging in two or more qualifying transactions without a license may constitute unlicensed brokerage activity and subject the individual to: Regulatory enforcement, civil penalties and administrative discipline

Learn more: <https://youtu.be/p55g00W6Y6Q>

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## WASHINGTON

### **RCW 61.40 - Solicited Real Property Act (formerly HB 1081)**

Effective: January 1, 2026

Creates new consumer protections for direct, off-market residential purchase contracts in Washington. The law primarily targets transactions involving unlisted properties where neither party is represented by a Washington-licensed real estate broker. It does not ban wholesaling, but it creates mandatory appraisal and cancellation rights that significantly affect direct-to-seller investors.

Applies when: 1). A buyer contracts directly with a seller. 2). The property is not publicly listed for sale. 3). Neither party is represented by a Washington-licensed real estate broker. This primarily impacts: wholesalers, off-market flippers, direct mail investors and creative finance operators.

Required Seller Rights: 1). Appraisal Right: After contract execution the seller has 3 business days to request an independent appraisal. The appraisal must be paid for by the buyer. 2). Post-Appraisal Cancellation: After receiving the appraisal the seller has 4 business days to cancel the contract. 3). If seller chooses not to request an appraisal the seller has 10 days after contract execution to cancel the agreement.

Contract Requirements: The contract must: 1). Clearly disclose these rights. 2). Include acknowledgment by the seller. 3). Follow statutory formatting requirements. Failure to include required language may affect enforceability.

When the Law Does NOT Apply: 1). The property is publicly listed for sale. 2). The seller or buyer is represented by a Washington-licensed real estate agent. In practice, involving a licensed agent may remove the transaction from this statutory framework.

Learn more: <https://youtu.be/4NKiLuARDTk>

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## WISCONSIN

### **AB 918**

Effective: March 22, 2024

Formally defines “real property wholesaling” in Wisconsin and imposes mandatory disclosure requirements. Unlike licensing-expansion states, Wisconsin does not require a real estate license to wholesale. Instead, the law regulates wholesaling through disclosure and penalty provisions.

Definition of Wholesaling: The statute defines wholesaling as: Entering into a contract to purchase real property and assigning the contractual interest to another person for compensation. This specifically addresses the assignment-of-contract model.

Required Disclosures to the seller: The wholesaler must disclose in writing that: 1). The buyer is acting as a real property wholesaler, and 2). The buyer may assign the contract for compensation.

Required Disclosures To the End Buyer / Assignee: The wholesaler must disclose in writing that: 1). They are a wholesaler, and 2). They are assigning an equitable interest in the contract. Disclosures must be made prior to assignment and in compliance with statutory requirements.

Cancellation Rights & Consequences: If proper disclosures are not made 1). the seller may cancel the contract at any time prior to closing and retain the earnest money. 2). The end buyer may cancel prior to closing and recover any earnest money paid.

Penalties: Violations may result in A fine of up to \$5,000 per offense, up to 6 months in jail or both. This makes non-compliance a criminal offense under Wisconsin law.

Learn more: <https://youtu.be/kzMteqeawsM>

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## **PHILADELPHIA, PENNSYLVANIA**

Residential Property Wholesaler License

Effective: July 1, 2023

Applies Within: City of Philadelphia only (municipal ordinance)

Philadelphia enacted a city ordinance creating a Residential Property Wholesaler License requirement for individuals engaging in wholesaling activity involving residential real estate within city limits. This is a municipal-level regulation, not a statewide Pennsylvania law.

Under the ordinance, a “residential property wholesaler” is generally defined as a person who: 1). Enters into a contract to purchase residential property, and 2). Intends to assign or transfer their contractual interest for profit, rather than take title and occupy the property.

Licensing Requirement: Anyone engaging in wholesaling activity in Philadelphia must: 1). Obtain a Residential Property Wholesaler License from the City. 2). Maintain required business compliance (tax clearance, etc.). 3). Operate under city licensing standards

Mandatory Seller Disclosures: Wholesalers must provide written disclosures to the property owner that clearly state: 1). The buyer is a wholesaler. 2). The buyer intends to resell or assign the contract. 3). The buyer may profit from the transaction. 4). These disclosures must be provided before or at the time of contract execution.

Enforcement & Penalties: Violations may result in: Municipal fines, license suspension or revocation, potential enforcement through city code compliance. Contracts may also be subject to dispute if disclosure requirements are not properly followed.

Registration Application link:

[Get a Residential Property Wholesaler License | Services | City of Philadelphia](#)

Learn more: <https://youtu.be/71iy0gMVHTk>

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## **ATLANTA, GEORGIA**

Ordinance: Commercial Harassment Amendment

Effective: November 2, 2020

Applies Within: City of Atlanta only (municipal ordinance)

Atlanta enacted an ordinance aimed at preventing aggressive real estate solicitation practices targeting homeowners. The law does not regulate wholesaling itself, but it directly impacts how investors market to property owners within city limits. It focuses on harassment and repeated solicitation, particularly involving off-market property acquisition.

The ordinance makes it unlawful for an investor or property buyer to: 1). Continue contacting a homeowner after the homeowner states they are not interested in selling. 2). Engage in repeated, unwanted solicitation regarding the purchase of residential property. 3). Use intimidating or coercive tactics to pressure homeowners into selling. If a homeowner says “not interested,” you may not contact them again regarding purchasing their property.

Once a homeowner clearly communicates disinterest: No further calls, no follow-up texts, no additional letters and no door knocks. Any additional contact may constitute a violation.

If you market in Atlanta city limits: 1). Maintain strict DNC (do not contact) tracking. 2). Immediately suppress leads who say they are not interested. 3). Train acquisition teams to treat a single rejection as final

Violations may result in: Municipal fines, city enforcement actions, potential misdemeanor citations under city code. This is enforced at the local (city) level.

Learn more: [https://youtu.be/VwNG\\_6NpF1E](https://youtu.be/VwNG_6NpF1E)

**KNOWN PENDING BILLS  
(IN LEGISLATIVE PROCESS)**

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**ALABAMA**

**SB 246 (2026 edition)**

Introduced 2/3/26 (currently in committee)

Current status as of 2/17/26: Reported out of Senate committee; awaiting Senate floor action

Proposes new regulations governing unsolicited residential real estate purchase solicitations and unsolicited contracts. The bill applies broadly to any person or entity making unsolicited offers to purchase residential property, including wholesalers, flippers, buy-and-hold investors, and creative finance operators.

3-Contact Limit (Rolling 12 Months): 1). Limits unsolicited communications to three per property owner per parcel within any rolling 12-month period. 2). Applies to calls, texts, emails, mail, and voicemail. 3). Multiple communications within 7 days count as one communication. 4). Applies only to outbound, unrequested contact.

Mandatory Opt-Out & Recordkeeping:” 1). Each unsolicited communication must include a clear opt-out method. 2). Opt-outs must be honored for 5 years. 3). Communication records must be retained for 5 years. 4). Records subject to examination by the Alabama Securities Commission.

30-Day Cancellation Right (Unsolicited Contracts Only): 1). If a purchase agreement is delivered unsolicited by mail or electronically and no licensed broker or attorney is involved, the seller may cancel within 30 days. 2). Third-party buyers take title subject to this cancellation right. 3). If exercised, title reverts to the seller.

Anti-Circumvention & Harassment Provisions: 1). Prohibits attempts to bypass the contact cap through affiliates. 2). Prohibits recharacterizing communications to avoid counting. 3). Prohibits harassment or coercive pressure tactics.

Enforcement: Granted to the Alabama Securities Commission, including: Investigation authority, civil penalties, cease and desist orders, injunctive relief.

Practical Impact (If Enacted): SB 246 would significantly affect: Cold calling campaigns, text marketing, direct mail follow-up sequences, Investors sending unsolicited contracts, seller-initiated (inbound) leads would likely fall outside the contact limitation framework.

Status tracking: <https://alison.legislature.state.al.us/bill-search?tab=2>

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## ARIZONA

SB 2486

Introduced 1/1/26 (currently in committee)

**“Equity Purchaser:” Definition:** 1. Acquires any interest in a dwelling. 2. Does not intend to live in the property as a primary residence for at least 12 months. 3. Intends to make a profit by either selling or renting the property.

**Definition “Distressed Properties:”** 1. The seller is delinquent on their mortgage or property taxes. 2. The seller has received a foreclosure notice within the last 180 days. 3. The seller *believes* they may default in the near future.

**The 82% FMV Rule:** If a property meets the definition of “distressed,” the equity purchaser, cannot buy it for less than 82% of the as-is fair market value, or the contract is void.

**Creative Financing Is Eliminated:** 1. All liens, mortgages, judgments, and encumbrances to be paid in full at closing - no subject-to. 2. Extending credit to the buyer is prohibited - no seller financing. 3. Seller occupancy is limited to 20 days post-closing - No rent-backs.

**Escrow/Title Becomes the Enforcer:** Escrow must prove the purchase price meets 82% of as-is FMV through an independent appraisal — and must refuse to close if *any* requirement is not met.

**Wholesaling regulation:** Non-licensed wholesalers to one transaction per 12-month period. Two or more wholesale deals in a year would require an active real estate license.

**To oppose this bill:** See instructions in appendix

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## CALIFORNIA

AB 1850

Introduced February 11, 2026

Expand the definition of “real estate broker” in the California Business and Professions Code to explicitly include wholesaling activities — defined as entering into or offering to enter into a contract or option to purchase real property *with the intent to sell, assign, or market that contract or option to another person for compensation or profit.*

Under the bill 1). A person would not be permitted to engage in wholesaling unless they hold a valid California real estate license. 2). “Wholesaling” would be defined in statute to clarify this licensing requirement. 3). A wholesaler would be required to disclose in writing to sellers that they do *not* intend to take legal title to the property. 4). Advertisements or offers to sell or assign contracts would need to clearly disclose that the wholesaler does not hold legal title.

This bill would make it unlawful for unlicensed persons to engage in wholesaling under California’s real estate licensing laws, the violation of which can be a criminal offense under existing law.

Why It Matters: If enacted, this bill would shift California wholesaling from a practice that many investors currently operate without a license (so long as they avoid broker-like services) into a regulated, licensed activity, with new disclosure requirements and potential criminal exposure for unlicensed activity.

Status tracking: <https://share.google/kBzy5c5CLL1JZb711>

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## **DELAWARE**

### **SB 201**

Introduced July 1, 2025

Current status as of 2/17/26: On 1/29/26, this bill has cleared senate committee but has not yet been presented or voted on in either chamber.

Redefine real estate wholesaling as a regulated real estate service requiring a Delaware real estate license. If passed, this bill would significantly change how wholesalers operate in Delaware by bringing contract assignment activity under the state’s brokerage laws.

Defines “Wholesaling” in Statute as: 1). Entering into a purchase agreement as a buyer. 2). Marketing the contract, and 3). Assigning the agreement for compensation. This would formally codify wholesaling as a regulated activity.

Licensing Requirement: Individuals engaging in wholesaling would be required to hold an active Delaware real estate license. A 270-day transition period would be provided after enactment to obtain licensure. Unlicensed wholesale activity beyond that period would violate brokerage law.

**Seller Cancellation Rights:** Adds a cancellation period for certain wholesale contracts (reported as approximately 21 days in committee discussions). If exercised the wholesaler must refund funds within the statutory timeframe. This adds contract instability risk similar to other distressed-property statutes.

**Real Estate Guaranty Fund Expansion:** Increases maximum payout from \$25,000 to \$50,000. Raises minimum fund balance requirements. Expands regulatory oversight authority. This signals stronger enforcement posture.

**Practical Impact if enacted:** Unlicensed wholesaling would effectively end in Delaware. Assignment-based models would require licensure and broker-level compliance. Seller rescission risk would increase. Enforcement authority would expand. This represents a shift from disclosure-based regulation to full licensing control.

Status tracking: <https://legis.delaware.gov/BillDetail?LegislationId=142673>

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## **MICHIGAN**

### **HB 5366**

Introduced: December 16, 2025

Status: Referred to House Government Operations Committee (Not enacted as of Feb 2026)

Amend Michigan's Occupational Code to specifically define and regulate real estate wholesaling activity.

**Defines "Real Estate Wholesaling:"** Creates a statutory definition that includes: 1). Advertising or marketing an assignable purchase contract. 2). Offering or negotiating the assignment or transfer of equitable interest. 3). Selling a buyer's legal or equitable interest in residential property.

**Expands Broker Definition:** Includes individuals who advertise, market, offer, negotiate the assignment or transfer of a buyer's legal or equitable interest in residential real property. This could potentially require a real estate license for assignment marketing.

**Mandatory Seller Disclosures:** Before assigning a contract, the wholesaler would be required to disclose: 1). That they do not intend to occupy the property, 2). That they intend to assign or transfer their interest. 3). The anticipated resale price or assignment compensation, 4). A 5-business-day right for the seller to cancel after disclosure

Seller Cancellation Right: Creates a statutory rescission window: Seller may cancel within 5 business days after receiving required disclosures.

Status tracking: <https://legislature.mi.gov/Bills/Bill?ObjectName=2025-HB-5366>

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## MISSISSIPPI — DEAD

**HB 1682 (2026)** – Wholesaler disclosures  
**died in committee Feb 3, 2026.**

Track: <https://legiscan.com/MS/bill/HB1682/2026>

**SB 2692 (2026)** – Bring-forward related to “real estate wholesale and industrial buying”  
**died in committee Feb 3, 2026.**

Track: <https://legiscan.com/MS/text/SB2692/id/3329067>

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## MISSOURI

### **HB 2517 / SB 973**

Introduced 4/07/25

Current Status (2/17/26) HB 2517 – Referred to House Committee (hearing held). SB 973 – Reported out of Senate committee; placed on calendar for debate.

To impose mandatory written disclosure requirements on real estate wholesalers prior to entering into residential purchase contracts.

**Mandatory Pre-Contract Disclosure:** A wholesaler must provide a written disclosure to the property owner before entering into a contract that transfers or assigns an interest in residential real estate.

The disclosure must: 1). Clearly identify the buyer as a wholesaler. 2). Explain that the buyer intends to resell or assign the property. 3). Be signed and dated by both parties

**14-Day Advance Disclosure Requirement (SB 973):** Disclosure must be delivered at least 14 calendar days before contract execution. This creates a built-in cooling-off buffer before a contract may be signed.

**Seller Cancellation Right:** If the required disclosure is not properly delivered: 1). The seller may cancel the contract prior to closing. 2). The seller may recover any earnest money. 3). Cancellation carries no penalty.

Consumer Protection Enforcement: Violations would be treated as an unlawful practice under Missouri’s consumer protection laws. This could allow: Attorney General enforcement, civil penalties, private right of action by sellers.

Track status SB 973 -

[https://www.senate.mo.gov/26info/BTS\\_Web/Bill.aspx?BillID=321&SessionType=R&utm\\_source=chatgpt.com](https://www.senate.mo.gov/26info/BTS_Web/Bill.aspx?BillID=321&SessionType=R&utm_source=chatgpt.com)

Track status HB 2517 - <https://house.mo.gov/Bill.aspx?bill=HB2517&year=2026>

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## North Carolina

### **HB 797: We Buy Houses Homeowner Protection Act**

Introduced 4/07/25

Passed house 4/30/25

Did not pass senate (as of 2/17/26)

HB 797 defines wholesaling to include “soliciting homeowners for purchase contracts, AND negotiating, marketing or selling purchase contracts. This bill also makes wholesaling a part of the real estate broker definition and requires a real estate broker’s license.

This bill uses explicit language that it aims to protect homeowners from the unfair and deceptive practices of wholesaling and grants a homeowner the right to cancel a purchase contract that is part of a wholesale transaction for any reason within 30 days.

It also requires that the wholesaler discloses in 14-point font the seller’s right and the process to cancel the contract. The bill also authorizes the attorney general to enforce the law and gives the North Carolina real estate commission the right to implement rules on how to implement it.

Status tracking: <https://fastdemocracy.com/bill-search/nc/2025-2026/bills/NCB00014017/>

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## OHIO

### **HB 287:**

Introduced: 2025

Status (Feb 17, 2026): Referred to committee; pending

Purpose: To revise and strengthen Ohio’s existing real estate wholesaler law (SB 155). Amendment Ohio’s current wholesale regulation framework established under SB 155. Rather

than creating a new system, the bill seeks to clarify definitions, strengthen compliance requirements, and reinforce enforcement mechanisms related to wholesaling activity.

**Clarifies Definition of “Wholesaler:”** Expands or refines the statutory definition of a real estate wholesaler to address interpretation gaps that have arisen since SB 155 took effect.

**Strengthens Disclosure Requirements:** May revise or tighten requirements regarding: 1). Disclosure of equitable interest. 2) Identification of the wholesaler’s role. 3). Timing and format of required written disclosures. The goal appears to be eliminating ambiguity in how and when disclosures must be made.

**Reinforces Enforcement Provisions:** HB 287 seeks to strengthen remedies and compliance enforcement for violations of Ohio’s wholesaling statute. This could increase regulatory exposure for non-compliant wholesalers.

Status tracking:

[https://www.legislature.ohio.gov/legislation/136/hb287?utm\\_source=chatgpt.com](https://www.legislature.ohio.gov/legislation/136/hb287?utm_source=chatgpt.com)

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## **WEST VIRGINIA**

### **HB 4493 - West Virginia Abolishment of Wholesaling Act**

Introduced: January 19, 2026

Current Status (Feb 2026): Referred to House Agriculture, Commerce & Tourism Committee (pending)

To create the West Virginia Abolishment of Wholesaling Act, which would prohibit traditional real estate wholesaling in the state while allowing certain limited exceptions.

**Defines “Wholesaling:”** The bill establishes statutory definitions, including: “Wholesaling” is entering into a contract to buy residential real estate with the intent to profit by transferring or assigning the contract without taking legal title first.

**Abolishes and Prohibits Wholesaling:** The practice and regulation of wholesaling would be expressly abolished and made illegal in West Virginia. The prohibition would apply to contracts where the purchaser does not take legal title before transferring the property.

**Exceptions:** The prohibition would not apply in situations where the buyer takes legal title to the property before transferring it to another party. This carve-out preserves traditional sales or double closings where legal ownership is transferred first.

Remedies and Penalties: HB 4493 outlines civil remedies and penalties for engaging in prohibited wholesaling activities, potentially including monetary penalties and enforcement actions under state law.

If passed, West Virginia would become one of the most restrictive states for wholesalers, effectively outlawing common assignment-of-contract practices unless the purchaser takes title first. This would significantly limit traditional wholesaling models in the state.

Status tracking:

<https://trackbill.com/bill/west-virginia-house-bill-4493-relating-to-creating-the-west-virginia-abolishment-of-wholesaling-act/2785461/>

**Texas Cold Calling & SMS Compliance Checklist:**

Cold calling & SMS are still allowed in Texas but now you must operate like a telemarketing company (register, bond, scrub lists, and keep airtight records). Text blasting without consent = highest risk. Done right, you'll stay compliant and avoid massive fines/lawsuits.

### **Step 1: Register & Bond**

- File Form 3401 with the Texas Secretary of State.
- Pay the \$200 annual registration fee.
- Secure a \$10,000 deposit (surety bond, letter of credit, or certificate of deposit).
- Keep your registration active and renewed yearly.

### **Step 2: Build Your Internal Do-Not-Call (DNC) List**

- Create and maintain an internal DNC list of sellers who opt-out.
- Immediately honor opt-out requests (verbal or written).
- Retain opt-out records for at least 5 years.

### **Step 3: Scrub Against National & State DNC**

- Before calling, scrub your lists against:
- National Do Not Call Registry
- Texas DNC list (state-specific list maintained by the Public Utility Commission).
- Document when and how you scrubbed your lists.

### **Step 4: Follow Quiet Hours**

- Only call or text during: Mon–Sat: 9:00 a.m. – 9:00 p.m. CST and Sunday: 12:00 p.m. – 9:00 p.m. CST
- Program your dialer/CRM to block calls outside these hours.

### **Step 5: Proper Caller Identification**

- Always state:
  - o Your first/last name
  - o Your business name
  - o That you're calling about buying their property
- Provide a callback number that connects to a live person.

### **Step 6: Consent Rules (Texts & Autodialers)**

- If sending SMS/MMS, get prior express written consent (PEWC).
- Consent language must include:
  - o Clear agreement to receive texts
  - o Message & data rate disclosure
  - o Opt-out instructions (e.g., "Reply STOP to unsubscribe")
- Keep consent forms/screenshots for legal defense.

**Step 7: Recordkeeping**

- Keep a log of:
  - o All calls & texts sent
  - o Consent records
  - o DNC scrubs
  - o Opt-outs
- Store for 4–5 years in case of audit or lawsuit.

**Step 8: Train Your Team**

- Train VAs, cold callers, and acquisitions managers on:
  - o DNC compliance
  - o Opt-out handling
  - o Proper disclosures
- Have them sign a compliance acknowledgment form.

**Step 9: Monitor & Audit**

- Run monthly audits of call logs and text campaigns.
- Randomly review calls for compliance.
- Update processes if new state or federal rules drop.

**Step 10: Risk Management**

- Get Errors & Omissions (E&O) insurance that covers telemarketing claims.
- Consider using call tracking software to document consent and compliance.
  - Be ready for private lawsuits under the Texas DTPA — each violation can be \$5,000+, trebled damages if intentional.

PROPERTY ADDRESS: \_\_\_\_\_

SELLER (Owner of Record): \_\_\_\_\_

WHOLESALE (Buyer): \_\_\_\_\_

Company Name (if applicable): \_\_\_\_\_

I, the undersigned, hereby disclose that I am acting as a real estate wholesaler and do not represent you (the property owner) as a real estate broker, agent, or fiduciary.

I intend to enter into a purchase contract to buy your property and may assign (transfer or sell) my rights under that contract to another buyer for a profit.

If I assign the contract, I may receive a fee, profit, or other compensation from the buyer who purchases the property from me or through my assignment of the contract.

The purchase price offered to you may be below market value. You are encouraged to consult with an attorney or licensed real estate professional before signing any contract to sell your property.

You understand that once you sign the purchase contract, it may be assigned to another party without your further consent.

If this disclosure is not provided and signed before entering into the purchase contract, you (the seller) have the right to cancel the contract at any time prior to closing and retain any earnest money within 30 days of cancellation.

SELLER (Owner of Record): \_\_\_\_\_ Date: \_\_\_\_\_

WHOLESALE (Buyer): \_\_\_\_\_ Date: \_\_\_\_\_

**OKLAHOMA WHOLESALER DISCLOSURE NOTICE**  
*(Required by Oklahoma Senate Bill 1075, effective November 1, 2025)*

**Property Address:** \_\_\_\_\_

Wholesaler Name: \_\_\_\_\_

Business Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Disclosure Statements**

Please read carefully and initial each statement below:

**Initials**

\_\_\_ I understand the Wholesaler is NOT representing me as my agent, broker, or fiduciary.

\_\_\_ I understand the Wholesaler's intent is to enter into an agreement to purchase my property and to sell, assign, or otherwise transfer that agreement or their equitable interest for a profit.

\_\_\_ I understand the Wholesaler may sell the property or assign the contract to another buyer for a higher price than the price offered to me.

\_\_\_ I understand I am advised to seek independent legal counsel before signing any agreement related to this transaction.

\_\_\_ I understand I have the right to cancel the contract not later than 5:00 PM on the second business day following the date of signing a contract.

\_\_\_ I understand that if I elect to cancel the contract I must use the official OREC cancellation form that was included with this disclosure notice.

By signing below, I acknowledge that I have read and received the Wholesaler Disclosure Notice before entering into any agreement to sell my property.

**Seller Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Seller Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Wholesaler Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

*This is a legally binding Contract; if not understood, seek advice from an attorney.*

**NOTICE OF HOMEOWNER’S CANCELLATION OF WHOLESALE REAL ESTATE PURCHASE CONTRACT**

This Notice of Homeowner’s Cancellation of Wholesale Real Estate Purchase Contract (“Notice”) terminates the Wholesale Real Estate Purchase Contract (“Contract”) for the sale of the property located at:

(Street Address and City) between the undersigned Homeowner and (Wholesaler). Homeowner notifies Wholesaler that the Contract is terminated pursuant to the following:

■ 59 O.S. § 858-314 (C), which allows a homeowner to cancel the Contract without penalty within two (2) business days after the execution of the Contract. You must cancel the Contract within two (2) business days after the Contract is executed. You cannot cancel the Contract pursuant to this provision after two (2) business days.

■ 59 O.S. § 858-314 (F), for failure of Wholesaler to include any of the disclosures required in 59 O.S. § 858-314. You may cancel the Contract at any time if the Wholesaler has failed to provide the required disclosures. Wholesalers are required to make the following written disclosures:

-Wholesalers are required by law to provide you with written notice before execution of any contract or written agreement of their intent to assign or sell their equitable interest in the property for a higher price than what you are being offered.

-Wholesalers are required by law to disclose in writing in all contracts that you should seek legal advice before signing any contract concerning your home.

-Wholesalers are required by law to disclose in writing that you have the right to cancel the contract without penalty within two (2) business days after the execution of the contract.

Any contract that fails to include the required disclosures in 59 O.S. § 858-314 is invalid and unenforceable, and you are entitled to any earnest money deposit involved in the transaction.

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND HOMEOWNER SHOULD CONSULT LEGAL COUNSEL BEFORE SIGNING.**

Seller Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Seller Signature \_\_\_\_\_ Date: \_\_\_\_\_

**ALABAMA – 3 BUSINESS DAY NOTICE OF ASSIGNMENT**

*(SB 228 Compliance Notice)*

Date of Notice: \_\_\_\_\_

Seller Name(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

Original Purchase Agreement Date: \_\_\_\_\_

**NOTICE TO SELLER:**

Pursuant to Alabama SB 228, this notice is to inform you that the Buyer under the above-referenced Purchase Agreement intends to assign their equitable interest in the Purchase Agreement to another buyer.

The assignment will become effective on: \_\_\_\_\_

If known at the time of this notice, the Assignee's name is: \_\_\_\_\_.

The original Purchase Agreement remains in full force and effect. All terms, conditions, and obligations under the Purchase Agreement remain unchanged unless otherwise agreed in writing.

This notice is being provided at least three (3) business days prior to the effective date of the assignment, as required by Alabama law.

Buyer / Assignor Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**This guide applies to BOTH Arizona residents and non-residents.**

### **What Is HB 2486?**

HB 2486 is a proposed Arizona bill that significantly restricts how real estate transactions can be structured. It impacts ALL investors not just wholesalers, including traditional buyers, flippers, buy and hold investors, even creative finance (seller financing, subject-to) transactions.

### **WHO CAN OPPOSE THIS BILL?**

**Arizona Residents:** You have full standing. Your opposition must be counted.

**Non-Arizona Residents:** You CAN and SHOULD oppose. Lawmakers review non-resident opposition when it impacts housing, investment, and the state economy.

### **STEP 1: Submit Official Opposition**

Go to the Arizona Legislature Request to Speak (RTS) System:

<https://apps.azleg.gov/RequestToSpeak/>

1. Create a free account
2. Search for HB 2486
3. Select: "OPPOSE"
4. Submit for the committee hearing

### **STEP 2: Send an email to the Bill Sponsor: Oscar De Los Santos**

Email: [odelossantos@azleg.gov](mailto:odelossantos@azleg.gov)

Phone: (602) 926-5170

### **EXACT EMAIL TO SEND (Copy & Paste)**

Subject: Opposition to HB 2486

Representative De Los Santos, I am writing to formally oppose HB 2486. This bill interferes with private property rights and free-market real estate transactions and would create serious unintended consequences for homeowners, investors, and housing affordability in Arizona.

HB 2486 does not simply regulate wholesaling, it affects all real estate transactions, including traditional purchases and creative financing. These restrictions reduce liquidity and limit options for Arizona property owners. I respectfully urge you to withdraw further advancement of HB 2486.

Sincerely, [Your Name, City, State]

### **STEP 3: Send an email to the Committee Members**

Look under the Arizona House of Representatives and email each committee member assigned to HB 2486. Find committee members here: <https://www.azleg.gov/memberroster/>

#### **EXACT EMAIL TO SEND (Copy & Paste)**

Subject: Opposition to HB 2486

Dear Representative, I am writing to formally oppose HB 2486. This bill interferes with private property rights and free-market real estate transactions and would create serious unintended consequences for homeowners, investors, and housing affordability in Arizona.

HB 2486 does not simply regulate wholesaling, it affects all real estate transactions, including traditional purchases and creative financing. These restrictions reduce liquidity and limit options for Arizona property owners.

I respectfully urge you to oppose HB 2486 and prevent it from advancing out of committee.

Sincerely, [Your Name, City, State]

Remember – opposition is strongest BEFORE the bill leaves committee. Silence is assumed support.