
BROKER REFERRAL GUIDELINES

Agent/Broker-Client Registration Form

This form explains the agent/broker referral guidelines at this community and, upon signature by all parties below, serves as the registration for both agent/broker and client. To properly register your client such that you are eligible to receive the two and a half percent 2.5% referral fee described below, you must comply with the following rules:

- A. **Registration with Prospect:** This Registration is valid for sixty (60) days from the date of the first visit by you with your client(s).
 - B. **Agent does have to be present on the first visit.**
 - C. **Agent does not have to attend the Contract signing appointment with your client(s) for review and signing of all purchase documents**
1. **Previous Registration:** If your client(s) has/have previously visited the community, through the website, individually or through another agent/broker who has registered the client(s) or joined the community interest list via the builder website, the agent/broker will not be eligible for a referral fee.
 2. A contract must be executed within 60 days from initial registration in order for agent/broker to be eligible for the referral fee. Agent/Broker must re-register his/her client(s) after 60 days. No referral fee will be due in the event of non-compliance with this paragraph.
 3. Please be advised that certain homes may have been listed on the Multiple Listing Service's listing, and are subject to the MLS's rules and procedures.
 4. The amount of the agent/broker referral fee shall be calculated on **2.5% of base price of the specific lot purchase by Buyer(s) less any incentive to the Buyer(s), lot premiums and/or pre-selected options**. The referral fee will be paid only for the referral to the specific community where the client(s) has/have been registered by the Referral Agent/Broker, and the registration must be valid and not have expired pursuant to paragraph 2 above. The referral fee will become due and payable upon the close of escrow of the property only and will be paid to/through the named Referral Agent/Broker through escrow. No portion of the fee will be rebated or refunded to the client(s), even if at the request of the Referral Agent/Broker; The Referral Agent/Broker must handle all such agreements independent of this Registration. The Builder shall not pay any portion of the referral fee to anyone other than Referral Agent/Broker. No exceptions will be made. As of the date the Referral Agent/Broker registers a client and at the time the referral fee becomes due, the Referral Agent/Broker must: a) have an active State of California Department of Real Estate Salesperson or Broker license certificate; and b) have his/her License listed with a brokerage firm whose primary business is listing and selling residential real estate in the county in which the community is located or a neighboring county. No referral fee will be due in the event of non-compliance with this paragraph.
 5. This document, when signed by all parties below, is a confirmation of client registration only. A formal Referral Fee Agreement confirming the dollar amount of the referral fee due will be prepared once a ratified contract is in place.
 6. After the point of introduction, the Community Sales Manager will handle all contracts and follow-up. No contract will be accepted on forms other than those provided by the Builder/Seller.
 7. The referral of a client or payment of a referral fee does **not** establish any agency relationship between the Builder, on the one hand, and the Referral Agent/Broker or the Referral Agent/Broker's client, on the other. The Community Sales Manager represents the Builder/seller only. Any compensation paid to the Referral Agent/Broker is for the Referral Agent//Broker's referral of the buyer of that property only.
 8. Referral Agent/Broker and the referral client expressly acknowledge that neither the Builder/Seller nor the Community Sales Manager represents them in any capacity in connection with the community or any given purchase and sale transaction in the community. The referral client expressly acknowledges that he/she/they are separately represented by their own Referral Agent/Broker as their representative in entering into this transaction.

TRACT: Quail Creek

LOT: _____

BUYER: _____

9. This registration cannot and does not protect the Referral Agent/Broker from another referral agent broker becoming involved and/or making a claim regarding entitlement to the payment of the referral fee described in paragraph 4 above. Any dispute arising between Referral Agents/Brokers under this agreement and/or these guidelines must be resolved directly by and between the involved Referral Agent/Brokers. In no event shall Builder/Seller be responsible for more than one referral fee per transaction.
10. In the event of a dispute between and among competing Referral Agents/Brokers or Referral Agent/Broker and any third party making a claim of entitlement to the referral fee described in paragraph 4 above, the amount of the referral fee, calculated as set forth in paragraph 4 above, shall remain in escrow and/or be deposited into escrow by Builder/Seller until resolution of the dispute. Upon deposit of the referral fee into escrow pending resolution of any dispute as to entitlement to the fee as between the Referral Agent/Broker, a competing Referral Agent/Broker and/or a third party, Referral Agent/Broker hereby agrees to defend, indemnify and hold Builder/Seller harmless from any claims related to payment of a referral fee and hereby fully releases Builder/Seller and its agents, employees, sales agents/brokers and/or contractors from any and all demands, claims, causes of action or liability of any kind arising out of or related to payment of said referral fee.
11. If a contract is accepted and later is terminated for any reason, Builder will not be responsible for a referral fee to any Referral Agent/Broker.
12. Builder reserves the right to change or cancel this Referral/Broker Agreement at any time without notice. However, Builder will honor the guidelines under which a Referral Agent/Broker registers his/her client(s) for 60 days from the date of registration.

<u>Client Information:</u>	<u>Referral Agent/Broker:</u>
Client Name _____	DRE License # _____
Address _____	Agent Name _____
City/Zip _____	Agent's Broker _____
Phone _____	Address _____
	City/Zip _____
	Phone _____
	Email _____

<u>Acceptance/Acknowledgement:</u>	
By signature below, Referral Agent/Broker and client acknowledges his/her/their understanding and acceptance of the terms of the broker referral agreement set forth above.	
Agent/Broker Signature _____	Date _____
Client Signature _____	Date _____
Signature of the Community Sales Manager acknowledges receipt of this Registration from the Referral Agent/Broker.	
CSM Signature _____	Date _____
Seller Authorized Officer _____	Date _____
Thank you for your business!	