



**Emerald City
Homes**

BUILDER-REALTOR® COOPERATION AGREEMENT

CUSTOMER: _____

PROPERTY ADDRESS: _____

COMMUNITY: _____

BROKER/AGENT: _____

REAL ESTATE COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

OFFICE PHONE: _____ ALT PHONE: _____

FAX: _____ EMAIL: _____

This agreement is made between Emerald City Homes, Inc. (Builder) and _____ (Broker).

The REALTOR® warrants that the above named buyer is aware that the REALTOR® is registering him/her with the Builder and that all requirements regarding agency disclosures and representation or nonagency contracts between the REALTOR® and the buyer have been satisfied.

This registration will remain in effect for a period of sixty (60) days unless extended in writing by the cooperating REALTOR® for up to sixty (60) additional days. It is the responsibility of the cooperating REALTOR® to extend the registration.

Builder will pay a commission equal to 2.5 percent of the base price of the home or commission per listing agreement in the MLS. Finish upgrades are not commissionable. Commissions are earned as of the closing date. If the closing does not occur for any reason, no commission will be due or paid.

When on-site, the builder/builder's representative is responsible for showing the home to the client. Broker/Agent agrees to allow the Builder/representative to complete the presentation and work with the client without interference from the Broker/Agent. Builder encourages Brokers/Agents to accompany their buyers during the presentation, but discourages them from (a) making negative comments or dissuading a buyer from making a purchase and (b) taking an active role in the presentation unless encouraged to do so by the on-site representative.

By signing this form, the Builder or Builder's sales representative and cooperating REALTOR®/Broker represent that they have reviewed the Builder-REALTOR® Cooperation Guidelines.

Signatures:

Agent: _____

Builder: _____

By: _____

By: _____

Date: _____

Date: _____

BUILDER-REALTOR® COOPERATION GUIDELINES



Builder/Builder Representative Agree To:

1. Inquire on the buyer's first visit if the buyer has an exclusive contract for representation or nonagency services with a real estate licensee, or whether the buyer has viewed the Builder's property previously with a real estate licensee.
2. Treat the Broker/Agent and the Buyer with courtesy and professionalism.
3. Make reasonable effort to become familiarized with the product and services provided by REALTORS®.
4. Provide the REALTOR® and Buyer with correct and thorough information concerning the specific procedures involved in purchasing the product. Builders will make all presentations of the product and provide additional information requested in a timely manner.

REALTORS® Agree To:

1. Ensure that their client(s) and customer(s) are registered with the Builder and to extend registration of buyer upon expiration of the registration period. If no Purchase Agreement is signed before the expiration of the buyer's registration, the Buyer Registration Form & Commission Agreement shall be void unless extended.
2. Treat the Builder, the Builder's representatives and Buyer with courtesy and professionalism.
3. Provide the Builder/Builder's representative with requested information in a timely manner.
4. Make a reasonable effect to become familiar with the Builder's product and procedures.

If the Broker/Agent subscribing to these Guidelines, is a member of the Board of REALTORS®, nothing herein shall in any way affect, diminish or otherwise interfere with the duties and obligations of such subscribing Broker/Agent as a member of such Board of REALTORS®. In any conflict between the Guidelines and the Code of Ethics or Rules and Regulations of the Board of REALTORS®, the latter shall govern.

If, during the Registration Period, more than one Broker/Agent registers the same Buyer, the Broker/Agents agree to hold the Builder harmless from the liability of payment of more than one commission.