



Realtor Cooperation Agreement

This Realtor Cooperation Agreement (“Agreement”) is made by and between Evergreen Homes LLC or an affiliate thereof (“Builder”) and _____ (“Realtor”). Realtor desires to earn commissions by selling Builder’s homes to its clients, and Builder agrees to pay commissions to Realtor based upon and subject to the terms and conditions contained in this Agreement.

Registration. Realtor must physically accompany its client(s) to the sales center on their initial visit to qualify to participate in the Realtor Cooperation Program, except that Realtor need not physically accompany its client(s) on their initial visit if their initial visit is a self-guided tour of the model home, provided that Realtor’s client(s) acknowledged that it is represented by an agent when scheduling the self-guided tour through UTour. Realtor must register their clients on the Client Registration Form (below) on or before Realtor’s initial visit with client. Registrations will be honored for a period of 45 days following the registration date. Builder may extend the initial registration period for an additional period in its sole discretion. Realtor will not receive commission if the client made their initial visit to the sales center without Realtor present. Realtor cannot register clients who have had previous discussions within the last 90 days with Builder or any of Builder’s representatives.

Compensation. Builder will pay Realtor a commission equal to 2.5% of the base price of the home LESS any incentive discount and/or seller concessions provided by Builder, if any. Options, upgrades and/or lot premiums are not commissionable. Commissions are earned and payable upon transfer of possession of the home (i.e., when the keys are turned over to the purchaser). Realtor agrees that commissions may not be shared with Realtor’s client(s).

Representations and Warranties. Realtor acknowledges and agrees that (i) it does not have any agreement with its client(s) to share all or any portion of the commission, (ii) it is not acting as a principal/buyer of the new home, and (iii) it is not related in any way to its client(s). If any of the foregoing representations turn out to be false, Realtor shall forfeit and/or return any commissions paid or payable hereunder.

Cancellation or Default. If transfer of possession of the home does not occur for any reason, no commission will be due or paid to Realtor.

Purchase Agreement. Builder is responsible for preparing the purchase and sale agreement with the clients and any other related contracts/documents.

[Remainder of page intentionally left blank. Signature page follows.]



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Realtor and Builder hereby acknowledge and agree to the foregoing and have executed this Realtor Cooperation Agreement as of the last date written below.

Realtor Name (PRINT)

Realtor Firm

Realtor Phone Number

Realtor Email

Realtor Signature Date

Builder Signature Date



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Client Registration Form

Client Name: _____

Client Address: _____

Client Phone: _____

Realtor Name: _____

Realtor Firm: _____

Realtor Phone: _____

Realtor Email: _____

Community/Project visited: _____

Comments: _____

Realtor Signature*: _____ **Date:** _____

Builder Signature*: _____ **Date:** _____
(or Builder's Authorized Representative)

* This Form is not valid unless and until signed by Realtor and Builder (or Builder's Authorized Representative).

The registration of the client will be valid for a period of 45 days from the latest date of signature of Realtor and Builder. The registration period will expire at the end of such 45 day period unless extended in writing by Builder in its sole discretion.