

Builder and Realtor Agreement From

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Southbend Developments would like to enter into a Realtor and Builder cooperation agreement that follows the realtors commission rates of 3.5 % on the first \$100,000 and 1.5 % on the remainder of sale price excluding GST. Referral fee is paid on the closing day.

Terms & Conditions

This registration is valid in the community named above. This agreement shall terminate upon the expiry of 90 days from the date of execution. The Client agrees he/she has not executed a form of registration with Builder in the last 90 days. The Realtor and the Client have registered with the Builder's representative on their initial visit to the show home. The Realtor acknowledges and agrees that is another Realtor (the "referring Realtor") has referred the Client in the last 90 days, the commission in its entirety shall be paid to the referring Realtor and the Builder will not be responsible for payment of the commission or any portion thereof to any Realtor other than the referring Realtor. Neither the Client nor the Realtor may assign or otherwise transfer this agreement in whole or in part without the express written consent of Southbend Developments. The Realtor acknowledges and agrees that this agreement is subject to the terms and conditions of the purchase agreement between the Client and the Builder (the Purchase agreement), including but not limited to the termination provisions of such Purchase Agreement. In the event that the Purchase Agreement is terminated by any party there is for any reason whatsoever, this agreement shall be null and void and no commission shall be paid to the Realtor or in the event that the commission has already been paid by the Builder to the Realtor prior to such termination, the Realtor shall return in full any commission payment received under this agreement. The Client agrees that by signing below he/she consents to release of their name, address and phone number(s) to Southbend Developments and /or its subsidiary for the purposes of this registration. All notices and consents which are required to be given under this referral program must be in writing and sent to the proper parties as addressed herein. The Realtor agrees not to disclose the terms of this agreement to any third party except as is reasonably required to give affect to this agreement or to use otherwise for his or her own or any third party's benefit without the prior written approval of an authorized senior representative of the Builder in each instance. In performing services under this agreement, the Realtor shall operate as and have the status of an independent contactor and shall not act or be an agent or employee of the Builder.