

REAL ESTATE BROKER REFERRAL AGREEMENT
POLICIES AND PROCEDURES FOR A VENTURE COMMUNITY
(This registration is valid only at the Community listed below)

PROSPECTIVE BUYER'S NAME(S): _____

CURRENT ADDRESS: _____

PRIMARY PHONE: _____ PRIMARY E-MAIL: _____

SELLER: Taylor Morrison of Florida, Inc., a Florida corporation

COMMUNITY: Southern Pines, a Taylor Morrison Venture™ Community DIVISION: Orlando

We thank you for your interest and welcome Broker/Agent participation in the representation of the Prospective Buyer listed above! Our Southern Pines Virtual Community Sales Manager(s) (each, a "VCSM") offer you a registration subject to this Real Estate Broker Referral Agreement - Policies and Procedures for a Venture™ Community (collectively, the "**Broker Agreement**") at this Community only. All client and broker/agent information must be filled out and the Broker Agreement must be fully executed by all parties for this to be valid. This Broker Agreement may be revised or revoked by Seller at any time.

If your properly registered client ("**Prospective Buyer**") purchases and closes on a new home in the Community, pursuant to the terms and conditions of this Broker Agreement, we will be pleased to honor, protect and promptly pay the following Commission to Broker at Closing:

1. Commission: For To Be Built homes - 3% of Base Price of the home, as reflected in the paragraph of the Purchase Agreement entitled "Purchase Price" as of the Purchase Agreement Date, and for Inventory and Model homes - 3% of Base Price of the home, as reflected in the paragraph of the Purchase Agreement entitled "Purchase Price" as of the Purchase Agreement Date ("**Commission**"). However, if the final purchase price of a To Be Built home set forth in the closing disclosure or settlement statement is less than the Base Price of the home as of the Purchase Agreement Date, then the Commission shall be based upon the final purchase price of the home in the closing disclosure or settlement statement. Additional limited time incentives/bonuses, if any, will be as separately set forth in a Broker Bonus Program Addendum to this Broker Agreement. Complete details available based on satisfaction of pre-requisite eligibility criteria. All paperwork incidental to the sale of our home will be prepared for your Prospective Buyer and our office will handle all the necessary details to complete the transaction.

2. To Register: To register the Prospective Buyer, the Broker/Agent must introduce the Prospective Buyer to Seller as indicated by the following: Broker **must**

- (a) submit this completed, signed and dated registration (either wet signed or digital), to the Taylor Morrison contact listed at the bottom of this page, prior to Prospective Buyer registering for the Community interest list or a self-guided home tour; and
- (b) if Prospective Buyer registers for a self-guided tour of a model home or showcase home at the Community, Prospective Buyer must include the name of their Broker/Agent at time of tour sign-up.

3. Non-Valid Registration: Notwithstanding satisfaction of certain requirements of the Broker Agreement, Registration is **not** valid if:

- (a) Prospective Buyer is or was previously registered as a prospect or is or was added to the Community Interest List by a VCSM/Internet Home Consultant for this Community, either via an on-line or telephone inquiry;
- (b) Prospective Buyer is or was already registered with a prior broker at the Community (whether such Broker registration has expired or not); or
- (c) Prospective Buyer indicates online or over the telephone that they are not working with a Broker/Agent prior to the execution of this Broker Agreement.

4. Term: Registration is effective for thirty (30) days from the date of registration ("**Initial Term**"). Upon automatic expiration of the Initial Term, if Prospective Buyer has not entered into a purchase agreement, Broker/Agent **must** re-qualify by signing a new Broker Agreement which must be fully executed by Seller in order for Broker/Agent to be eligible for the Commission. If a Prospective Buyer registers a broker and the Initial Term has expired without timely renewal prior to purchase agreement execution, in no event may either the original Broker or an alternative Broker be registered for purposes of eligibility for the Commission or for the transaction ("**New Broker**"). In such event, no Commission shall be paid to either the original Broker or New Broker. Further, no broker may be added or modified on any purchase agreement once executed by Prospective Buyer. If a purchase agreement is executed during a valid Initial or Renewal Term, the



original registered Broker shall be paid at Closing. Commissions do not affect Prospective Buyer's Purchase Price and/or any applicable sales incentives. All state and federal laws relating to commissions shall apply.

5. **Qualifications:** To qualify for this Commission, Broker/Agent must each be employed as an in-state licensed Real Estate Agent and/or Broker with an active brokerage. No split commissions will be paid. This Broker Agreement is irrevocable and if Prospective Buyer changes its Broker or if you fail to renew, any commission due to Prospective Buyer's new Broker shall be Prospective Buyer's sole responsibility without exception. This Broker Agreement is **not** valid with out-of-state licensees.

By signing below, Broker or Agent on behalf of Broker represents that all agency disclosures required by state and/or federal law to Prospective Buyer, including, but not limited to, the fact that Taylor Morrison is the exclusive representative for the sale of new homes in the Community, have been made. Broker/Agent has no authority to make any representation (in any media) or execute any agreement for or on behalf of the Taylor Morrison selling entity listed below.

Please indicate your acceptance of the above terms by signing in the space below. Broker's Business Card MUST be attached to the email submission of this fully completed, signed and dated Broker Agreement.

BROKER (or AGENT on behalf of Broker):

By: _____ Date: _____
Signature of Broker (or Agent on behalf of Broker)

Agent License No.: _____ Brokerage License No.: _____

E-Mail: _____ Phone: _____ Fax: _____

Brokerage Name and Address: _____

Prospective Buyer's Signatures certify that the above individual(s) is/are aware of this Registration

Prospective Buyer (Print Name) / **Prospective Buyer (Print Name)**

Prospective Buyer's Signature / **Prospective Buyer's Signature**

SELLER: Taylor Morrison of Florida, Inc., a Florida corporation

VIRTUAL COMMUNITY SALES MANAGER:

By: _____ Date: _____
Printed Name: _____

Once complete, please submit a copy of your online registration to:

SOUTHERNPINES@taylormorrison.com