BUILDER-BROKER COMMISSION AGREEMENT

Broker Co-Op / Realtor Commission Agreement

Purpose: This agreement documents the Realtor/Broker registration and the 3% commission to be paid at closing when the registered buyer successfully closes on the property.

This Builder-Broker Commission Agreement is entered into on _____, 20____, by and between the following parties:

1. Parties

Builder/Seller: Chris Brown Homes, LLC

Builder Address: 1401 Washington Ave, Evansville, IN 47714

Builder Phone/Email: (812) 449-8358 | chris@chrisbrownhomes.com

Brokerage: _____

Broker/Agent Name: _____

Broker/Agent License No.: _____

Brokerage Address: _____

Broker/Agent Phone/Email: _____

2. Buyer / Client

Broker represents the following buyer(s):

Buyer Name(s): _____

Buyer Address/Phone/Email: _____

3. Property

This Agreement applies to the purchase or construction of the following property:

Property Address / Lot / Subdivision:

_____

4. Commission

Builder agrees to pay Broker a real estate commission equal to three percent (3%) of the final purchase price of the home.

Unless otherwise agreed in writing, the commission shall be based on the final contract sales price shown on the closing statement and shall be paid only upon successful closing and funding of the transaction.

5. Payment at Closing

The commission shall be paid to Broker through the closing/title company at closing and shown on the settlement statement, closing disclosure, or other closing documents.

If the transaction does not close for any reason, no commission shall be due or payable.

6. Broker Registration Requirement

Broker must register the Buyer with Builder before or at the Buyer's first substantial contact with Builder regarding the Property, subdivision, model home, floor plan, or available home.

Broker must either:

accompany Buyer on the first visit or appointment with Builder; or

submit written registration to Builder before Buyer's first visit or contact, and Builder must acknowledge receipt in writing.

7. Written Buyer Agreement

Broker represents that Broker has a written buyer representation agreement or other written agreement with Buyer as required by applicable law, MLS rules, brokerage policy, or industry regulations.

Builder shall not be responsible for paying any commission amount greater than the 3% stated in this Agreement unless Builder agrees in writing.

8. Procuring Cause / No Prior Registration

Broker represents that Broker is the procuring cause of Buyer's purchase of the Property and that, to Broker's knowledge, Buyer has not already been registered with Builder by another broker or agent.

If Buyer was previously registered with Builder by another broker/agent, or if there is a dispute between brokers, Builder may withhold payment until the dispute is resolved.

9. No Agency Created With Builder

Broker is not an employee, agent, partner, or representative of Builder. Broker represents Buyer unless otherwise disclosed in writing. Nothing in this Agreement authorizes Broker to make warranties, promises, representations, price changes, concessions, or contract modifications on behalf of Builder.

10. Changes, Upgrades, and Extras

The 3% commission shall be calculated on the final purchase price of the home as reflected on the closing statement, unless otherwise stated here:

Commission includes upgrades/change orders.

Commission excludes upgrades/change orders.

Other: _____

11. Expiration

This Agreement shall expire if Buyer does not enter into a purchase agreement or construction agreement with Builder within _____ days after the date of this Agreement, unless extended in writing by Builder.

12. Entire Agreement

This Agreement contains the full agreement between Builder and Broker regarding commission for this Buyer and Property. Any changes must be in writing and signed by Builder and Broker.

13. Governing Law

This Agreement shall be governed by the laws of the State of Indiana.

14. Signatures

The parties agree to the terms above:

Builder/Seller:	**Brokerage/Broker:**
Chris Brown Homes, LLC	Brokerage Name: _____

By: _____ By: _____

Name/Title: _____ Name/Title: _____
Date: _____ Date: _____

Agent Acknowledgment, if different from Broker:

Agent Signature: _____

Date: _____